

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN

**SUMMARY PLAN DESCRIPTION
AND FORMAL PLAN RULES**

January 1, 2016

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QUICK SUMMARY

The Board of Trustees is pleased to present this Plan booklet, with up-to-date information about the Defined Contribution Plan effective January 1, 2016. The following paragraph is a brief summary of the key features of the Plan. It is followed by a full Summary Plan Description, and then by the Formal Plan Text. No inconsistency is intended between the Formal Plan Text or either the Quick Summary or the Summary Plan Description, but if any exists, the Formal Plan Text governs.

This Plan is an individual account plan. Accounts are fully vested at all times. Each participant receives credit for mandatory employer contributions made on his or her behalf, and any elective contributions. Each participant also receives the income and/or losses on his or her account, less a share of the Plan's expenses. The Plan is operated as an "ERISA 404(c)" plan. This means that participants may direct the investment of their accounts among the investment options selected by the Board of Trustees. Participants' accounts receive only the income and/or losses of the investments selected by the participants, but otherwise remain part of the Plan and subject to all Plan rules, including the Plan's distribution rules. Participants may borrow against their accounts, and participants whose accounts include elective "401(k)" contributions may receive hardship distributions, if they qualify. Other distributions from the Plan require a qualifying separation from service or retirement from the Plumbing and Pipefitting Industry.

IMPORTANT

HS&BA, serves as Plan Administrator and Fund Manager of the Plan, and is the only authorized source of information about the administration of the Plan and the rights of employees, retirees, and other persons entitled to, or claiming, benefits under Plan. All other persons, including, without limitation, representatives and employees of the Local Union or of a sponsoring Employer Association or individual employer, whether a trustee or not, are completely unauthorized, and their statements do not obligate this Plan. Employees, retirees and other persons with questions about their individual rights and obligations under this Plan must make a written request to the Plan Administrator, and may rely only upon a written response from the Board of Trustees signed by the Plan Administrator.

SUMMARY PLAN DESCRIPTION

1. HOW YOU EARN BENEFITS

The Plan is a profit sharing plan, maintained pursuant to collective bargaining agreements between Local Union No. 159 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("the Union"), and various employer associations and individual employers. Any employee who has performed covered employment under a collective bargaining agreement calling for contributions to the Plan (and who has not received a total distribution of his or her interest in the Plan) is a participant in the Plan. All accounts in the Plan are 100% vested at all times.

Mandatory Employer Contributions. The U. A. Local No. 159 Master Labor Agreement requires, among other things, that employers contribute fixed amounts of mandatory contributions under Internal Revenue Code Section 401 (a) for each hour of covered employment worked by each of their covered employees. There are different mandatory employer contributions for different classifications of employees.

Please note that a portion of the mandatory employer contributions to the Plan are allocated to the Pension Augmentation Program. This special pension augmentation fund is allocated once a year to the accounts of participants who worked during the prior year in employment for which contributions were made to the Defined Benefit Plan, but not to this Plan. The amount of contributions made to each qualifying participant's account is a proportional share of the special pension augmentation fund, but in no event more than \$2.00 per hour of qualifying employment.

Elective Employee Contributions. Participants may also elect to have additional elective "401(k)" contributions made to their Plan account through salary deductions, provided you complete the required 401(k) election form mailed to you annually by the Union. Participants are given an opportunity to change their election once a year. You select what amount you would like to be deferred through salary deductions, and all contributions made on your behalf are credited to your Individual Account. If you are 50 years old before the end of the year, you are eligible to make catch-up contributions. You are not allowed to make elective deferrals during any taxable year that exceeds the dollar limitation set forth yearly by the Secretary of Treasury.

There is also an election, in December of each year or upon a change in your coverage status, under the Health and Welfare Plan to opt-out of the medical benefits portion of that Plan if you have other group health coverage. If you

qualify and elect to opt-out of the Health and Welfare Plan, an additional \$6 per hour is contributed to this Plan on your behalf.

The following contributions are also accepted by the Plan:

(1) The Plan accepts contributions on behalf of Plan participants who travel to the geographical jurisdiction of other U. A. Local Unions, in accordance with reciprocity agreements with the trust funds affiliated with those Local Unions.

(2) The Plan accepts Eligible Rollover Distributions of assets from other qualified plans. The Plan also accepts transfers similar to rollovers, on behalf of new members of the Union, from other U. A.-affiliated defined contribution plans which have adopted an Inter-Plan Transfer Agreement with this Plan.

The Internal Revenue Code imposes annual dollar limits on the contributions to this Plan. These limits apply to all of the above-listed items except rollovers and inter-plan transfers.

Participant statements are issued quarterly. Your statement will include the number of hours which were reported and the contributions which were paid on your behalf in the quarter. Statements also include the net gain or loss earned by your account during the previous period. If any of the information on your statement is incorrect, please contact the Plan Administrator immediately.

2. TAXATION

The 401(k) elective deferrals which are made to your account are not subject to income tax. However, you will pay employment taxes on your 401(k) elective deferrals. These employment taxes include Social Security, Medicare, SDI and other state taxes. The elective contributions to your account may not exceed the annual dollar limits set forth yearly by the Secretary of the Treasury.

All distributions from the Plan are subject to ordinary income taxes, unless they are rolled over. If you elect a lump sum form of benefit, or installment payments for less than ten years, you may elect a trustee-to-trustee transfer to an IRA or to another tax-qualified pension plan which accepts such transfers. However, if a distribution is eligible to be rolled over, and it is not rolled over, then 20% of the distribution will be withheld by the Plan for federal income taxes.

If you are under age 59½ and do not do a rollover, you may also have to pay a 10% additional income tax on early distributions (unless an exception applies). Payments made after you separate from service if you will be at least age 55 in the year of the separation are an exception to the 10% additional tax.

For more information, see the detailed Plan notice regarding your rollover options. You may also wish to consult a tax advisor.

3. INVESTMENT MANAGEMENT OF YOUR ACCOUNT

The Plan's assets are maintained entirely in individual participant-directed accounts (also called "self-directed accounts" or "ERISA Section 404(c) accounts") at The Vanguard Group. Participants are responsible for deciding how to invest their accounts among the investment options selected by the Board of Trustees.

You may direct the investment of the funds in your account online at www.vanguard.com, using the Plan number 093668. You can also call Vanguard at 1-800-523-1188, Monday-Friday from 5:30 am to 6 pm PST [or call 1-800-828-4487 (Spanish); or 1-800-523-8004 (hearing-impaired)]. There is no limit on the number of times you may transfer funds within your account and no fee for making these transfers, unless otherwise indicated in the prospectus of the Vanguard fund. However, the Trustees recommend that you consider a long-term perspective in making your investment decisions. There are classes on planning for your retirement offered from time to time at the Union Hall to help you make decisions about your Vanguard account.

Please note that self-directed accounts remain part of the Plan. This means that you may not receive a distribution directly from your self-directed account unless you are otherwise eligible for a distribution, and you submit an application to the Plan Administrator.

4. ELIGIBILITY FOR DISTRIBUTIONS

A. Regular distributions to participants are permitted only if you have completely retired from Industry Service, and satisfy one of these other qualifications:

(1) You retire under the U. A. Local No. 159 Defined Benefit Plan, whether under Disability Retirement, Early Retirement, Normal Retirement, Service, or Age and Service Retirement, as each is defined in the U. A. Local No. 159 Defined Benefit Plan, even if you do not have sufficient credited service under that Plan to qualify for benefits under that Plan;

(2) You reach early retirement age 55, even if you do not qualify for Early Retirement from the Defined Benefit Plan;

(3) You become totally and permanently disabled from the Plumbing and Pipefitting Industry at any age, even if you do not qualify for Disability Retirement under the Defined Benefit Plan; or

(4) You have a qualifying separation from service at any age. In general, you qualify for a distribution if you have not worked in the Plumbing and Pipefitting Industry for a period of twelve months. However, there are several exceptions when a shorter period applies:

(a) for participants who have verified to the satisfaction of the Trustees that they have terminated their employment in Industry Service, if you have worked fewer than 80 hours in the six-month period prior to your application;

(b) if you have been a contributing employer for six months; and

(c) if your only service was as an office employee, immediately upon termination of your employment.

B. Distributions are available without a separation from the Plumbing and Pipefitting Industry in the following situations:

(1) You have reached age 70½, whether retired or not, in which case benefits must commence on April 1 of the next calendar year.

(2) You have a financial hardship which you are unable to meet from other sources. A hardship distribution is limited to the amount of your immediate financial need, including up to three months of expenses, or your undistributed elective contributions, only, whichever is less.

(3) If you have transferred your membership from the Union to another U. A. Local Union, you may have your Plan account transferred to your new local union's defined contribution plan, if they are signatory to an Inter-Plan Transfer Agreement.

(4) If you continue to work in the Plumbing and Pipefitting Industry solely in a management position of a contributing employer for twelve or more months, even though you are still employed in the Industry.

5. FORMS OF BENEFIT

At the election of each participant, benefits are paid in the form of a lump sum or monthly installments. You may also elect to receive a partial lump sum and installments when your benefits begin, or additional lump sum payments after installment benefits have begun, or you may change the amount of your installments. However, if you elect to receive benefits in more than one form, to receive an additional lump sum, or to change installments, you are responsible for an administrative fee, which is currently \$25.

If you are retired prior to age 65 and you return to employment in any

capacity in the Plumbing and Pipefitting Industry inside or outside of California, and you are receiving installment payments, your payments will be suspended. If that occurs, you may not elect to receive a lump sum distribution, until you have reached age 65 and retired from Industry Service. If you are retired at or after age 65, your benefits, whether in the form of installments or a lump sum, will be suspended for any month in which you work forty (40) hours or more in any capacity in the Plumbing and Pipefitting Industry within the State of California.

If you die before receiving all of your account, the remaining funds will be distributed to your surviving spouse, if any, or to one or more beneficiaries designated by you. If you are married, you may name a beneficiary other than your spouse only with the written consent of your spouse. If there is no spouse or designated beneficiary, the Plan provides that benefits will be paid: 1) to your children, if any; or, if none, 2) to your father and/or mother, if living; or, if none, 3) to your brother(s) and sister(s); or, if none, 4) to your estate.

If you are divorced before receiving all of your account, the Plan may be ordered to pay benefits to an alternate payee under a Qualified Domestic Relations Order ("QDRO"). A distribution to an alternate payee who is a former spouse may be made at any time, even if the participant is not eligible for benefits, so long as the court order is qualified under federal law and properly served on the Plan. A copy of the Plan's procedures for determining if a domestic relations order is qualified is available to any participant or beneficiary of the Plan free of charge from the Plan Administrator.

6. APPLICATION FORMS OR ADDITIONAL INFORMATION

Additional information about the Plan or application forms for distributions may be requested from the Plan Administrator or from the U. A. Local Union No. 159 business office. Their addresses, phone numbers and websites are listed in section 9.

7. LOANS

The Plan permits creditworthy participants to borrow against their accounts, subject to certain rules adopted by the Board of Trustees. Loans must be repaid through your account at the OE Federal Credit Union. If you borrow against your account, the only income you earn on the outstanding balance is the interest you pay. If you default on a Plan loan, the outstanding balance is declared a distribution from the Plan, and you are subject to taxes on the amount owed, which may include penalty taxes if you are under age 59½. However, even if your loan is declared a distribution, it remains on the books of the Plan, with interest continuing to accrue, for purposes of determining how much of your account is available for another loan. There is a one-time loan origination fee of \$40, and a \$25 annual

loan maintenance fee. If you are interested in finding out about a Plan Loan, contact the Plan Administrator or the Local Union.

8. APPEALS

A participant or beneficiary who is adversely affected by a decision of the Plan Administrator or other agent of the Board of Trustees may appeal that decision to the Board. To appeal an adverse decision on any matter other than a distribution on the grounds of disability, you must submit a letter of appeal to the Plan Administrator within 60 days from notice of the decision. To appeal an adverse decision concerning a distribution on the grounds of disability, you must submit a letter of appeal within 180 days from notice of the decision. Failure to appeal within the applicable time period may be deemed a waiver of any objections to the decision. For any appeal, when you submit your letter, you should submit any other document or information that you want the Trustees to consider. The Board of Trustees will then render a decision, which is final and binding on all parties who may be affected by your claim. See Article 11 of the Formal Plan Text for the Plan's complete detailed appeal procedures. A lawsuit based on the Board of Trustees' denial of benefits must be filed within one year from the date the Board gives you notice of its decision.

9. ADMINISTRATIVE INFORMATION

The Plan is known as the U. A. Local No. 159 Defined Contribution Plan. The Plan is administered and sponsored by the Board of Trustees of the U. A. Local No. 159 Pension Trust Fund. The federal Employer Identification Number of the Trust Fund is 94-2859426, and this Plan has been designated Plan No. 003. The Plan Year ends December 31 of each year.

The assets of the Plan are held in individual accounts at The Vanguard Group. The Plan's benefits are not insured by the Pension Benefit Guaranty Corporation because this is an individual account Plan.

The names and addresses of the Trustees for the U. A. Local No. 159 Defined Contribution Plan are:

Mr. Robert Sewell
U. A. Local No. 159
1308 Roman Way
Martinez, CA 94553

Mr. Norman Lescure
c/o HS&BA
4160 Dublin Blvd., Suite 400
Dublin, CA 94568

Mr. Tom Lawson
U. A. Local No. 159
1308 Roman Way
Martinez, CA 94553

Mr. Ron Mitchell
Northern California
Mechanical Contractors Assoc.
P.O. Box 159
Benicia, CA 94510

The Plan is maintained pursuant to collective bargaining agreements between U. A. Local No. 159 and Northern California Mechanical Contractors Association, other employer associations, and individual employers not affiliated with any association. The collective bargaining parties have the power to determine the amount of contributions made to the Plan. If they so decide, they may terminate contributions to the Plan, but there is no intention or expectation that they will do so. Participants and beneficiaries of the Plan may receive from the Plan Administrator or from the Union a complete list of the employers and employee organizations sponsoring the Plan, information as to whether a particular employer, employer association, or labor organization is a sponsor of the Plan, and if so, the sponsor's address. A copy of the collective bargaining agreement may also be obtained from the Plan Administrator or from the Union, and is available for inspection, upon reasonable notice during normal business hours, at the Plan Administrator or the Union. A written request may be required for the information covered in this paragraph, and a reasonable charge may be imposed for copying.

The Plan Trustees employ Health Services & Benefit Administration ("HS&BA") as Plan Administrator and Fund Manager to assist in the administration of the Plan. All correspondence with the Plan should be directed to HS&BA, at the following address or phone number:

U. A. Local No. 159 Defined Contribution Plan
c/o HS&BA
4160 Dublin Blvd., Suite 400
Dublin, CA 94568
1-925-833-7300

The Union also assists in the administration of the Plan, and helps Plan participants in getting their benefits. The Union may be contacted at:

U. A. Local No. 159
1308 Roman Way
Martinez, CA 94553
1-800-443-0220
www.plumbers159.org

To get information about Plan loans, you may also contact OE Federal Credit Union at the following address or phone number:

Martinez Branch:
OE Federal Credit Union
1875 Arnold Drive, Suite 101
Martinez, CA 94553-4251
(925) 370-9200
For additional information: (800) 877-4444 or www.oefcu.org

To change the investment allocation of your Plan account, go to The Vanguard Group website or call the appropriate number listed below:

The Vanguard Group
1-800-523-1188
1-800-828-4487 (Spanish)
1-800-523-8004 (hearing-impaired)
www.vanguard.com [Plan number 093668]

The designated agent for service of process is:

Lisa Schwantz, Esq.
Kraw Law Group, A Professional Corporation
605 Ellis Street, Suite 200
Mountain View, CA 94043

Service of process may also be made upon any of the Trustees or upon the Plan Administrator.

10. YOUR RIGHTS UNDER ERISA

As a participant in the U. A. Local No. 159 Defined Contribution Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and the union hall, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
3. Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (the later of age 65 and the tenth anniversary of your participation in the plan) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court; however, your right to sue may be limited by the court if you have failed to exhaust your plan appeal rights. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, , which is the San Francisco Regional Office, 90 Seventh Street, Suite 11-300, San Francisco, CA 94103, (415) 625-2481, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
FORMAL PLAN RULES**

(As Restated October 1, 2014 + Amendments 1-3)

ARTICLE 1 - EFFECTIVE DATE AND DEFINITIONS

1. This Supplemental Defined Contribution Plan was effective January 1, 1980. This restated Plan is effective October 1, 2014. (The version of the Plan in this Summary Plan Description has been updated through January 1, 2016 and includes Amendments 1-3 to the Plan as restated October 1, 2014.)
2. Plan Year means the calendar year commencing on January 1 of each year and ending on December 31 of that year.
3. Collective Bargaining Agreement means an agreement between U. A. Local No. 159, the U. A., or a division of the U. A., and an employer or an employer association, governing the wages, hours and/or working conditions of employees performing covered employment, and calling for contributions to this Plan.
4. Employee means any employee working under a Collective Bargaining Agreement in a category of employment for which contributions are required to be made to this Plan, and any employee of U. A. Local No. 159 or a union-related entity for whom the employee's employer has agreed to make contributions to this Plan. Employee also means any former employee who has an active account balance in the Plan.
5. Employer means, for each current Employee of U. A. Local No. 159 or a union-related entity, the employee's employer. For all other Employees, Employer means all of the employers contributing to this Plan pursuant to the same Collective Bargaining Agreement.
6. Annual additions for any Employee mean the sum for any Plan Year of (a) employer contributions on behalf of the Employee to this Plan, (b) Employee contributions, and (c) forfeitures. Annual additions also include any money contributed by an Employee's employer to an individual medical benefit account, a funded welfare benefit plan, or a qualified asset account (as such terms are defined in Sections 415, 419, and 419A, respectively, of the Internal Revenue Code). However, annual additions for any Plan Year do not include any excess deferrals which are distributed by April 15 of the following year.
7. "Compensation" for purposes of Internal Revenue Code Section 415 includes wages within the meaning of Internal Revenue Code Section 3401(a) (for purposes

of income tax withholding at the source), plus amounts that would be included in wages but for an election under Internal Revenue Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b), pursuant to Treas. Reg. § 1.415(c)-2(d)(3), up to \$200,000 per Plan Year or such other amount as set forth under Section 401(a)(17) of the Internal Revenue Code. "Compensation" includes payments made after severance from employment as defined in Treas. Reg. § 1.415(c)-2(e)(3) and § 1.415(a)-1(f)(5)(ii).

8. Benefit Commencement Date, for the purposes of this Plan, means the date on which all events have occurred which would cause the Plan to distribute benefits to a participant or beneficiary.

9. Spouse means a person to whom a participant is legally married in any jurisdiction, without regard to gender.

10. All terms not defined herein but defined in the U. A. Local No. 159 Pension Trust Fund Trust Agreement, as amended from time to time, shall have the meaning given in the Trust Agreement.

ARTICLE 2 - FUNDING

1. The Fund shall consist of the following contributions:

(a) all mandatory contributions that are required to be made on behalf of any Employee by any Employer; and

(b) all elective contributions that are required to be made on behalf of any Employee who has elected to take a qualified cash or deferred arrangement, subject to the following limitations:

(1) In no case may the elective contributions for an Employee in any year total more than permitted under Section 402(g) of the Internal Revenue Code. Elective contributions for an Employee shall be limited to amounts that are compensation within the meaning of IRC Section 415(c)(3).

(2) If an Employee receives a hardship distribution from the Plan, that Employee may not elect to have contributions made pursuant to a cash or deferred arrangement for a period of at least six months after the hardship distribution, and the total elective contributions for the taxable year immediately after the distribution may not exceed the amount permitted herein less the

contributions made in the taxable year in which the distribution was made.

(3) (A) If the elective contributions made on behalf of a highly-compensated Eligible Employee under Subsection (B)(iv) cause the Plan to fail the actual deferred percentage test ("ADP") of Internal Revenue Code § 401(k)(3) and IRS Reg. § 1.401(k)-1(b) with respect to the elective contributions of all non-highly compensated Eligible Employees, the excess contributions shall be redistributed in the manner described in Section 4 of Article 5. The provisions of IRC Section 401(k)(3) as amended by SBJPA and the regulations thereunder, as well as any subsequent Internal Revenue Service (IRS) guidance issued under the provisions of IRC section 401(k)(3), are incorporated herein by reference. The testing method used for purposes of this ADP test shall be the prior year testing method.

(B) For purposes of this Subsection (3), the following definitions apply:

(i) Eligible Employee means any Employee who performed covered employment under a Collective Bargaining Agreement or who was employed by U. A. Local No. 159, or a union-affiliated entity which contributed to this Plan during the Plan Year on behalf of Employees not covered under a Collective Bargaining Agreement. However, Eligible Employee does not mean an employee of U. A. Local No. 159 or a union-related entity, if the employee is covered under a collective bargaining agreement, unless the collective bargaining agreement which covers such employee permits elective contributions to this Plan. An otherwise eligible Employee shall not fail to be treated as an Eligible Employee for purposes of the actual deferred percentage test merely because no contributions are made due to the Employee's failure to elect to have contributions made on his or her behalf, or under Plan rules concerning hardship distributions or annual limitations on contributions. However, if an Employee is a five percent owner or one of the top ten Employees in compensation during the Plan Year or the twelve month period preceding the Plan Year, then the Employee, his or her spouse, and his or her parents and children and their spouses shall be treated as a single Employee for purposes of the actual deferred percentage test, and the compensation, elective contributions and amounts treated as elective contributions shall be combined.

(ii) Highly compensated Employee means any Eligible Employee who falls within the definition of "highly compensated employee" under Internal Revenue Code Section 414(q) and regulations promulgated thereunder.

(iii) Compensation means compensation as defined in Article 1, Section 7.

(iv) Elective contributions in any Plan Year, for purposes of the actual deferred percentage test, means any contribution made under any cash or deferred arrangement of the Employer, related to services performed by the Employee within the Plan Year.

(v) Excess contributions for any Employee means the amount determined as follows:

a) First, the actual deferred ratio ("ADR") of the highly compensated Employee ("HCE") with the highest ADR is reduced to the lesser of the extent necessary either to satisfy the ADP or to cause such ratio to equal the ADR of the highly compensated Employee with the next highest ADR. Second, if this reduction does not satisfy the ADP, this process is repeated until it does satisfy the ADP. This ratio is the Employee's reduced deferral ratio ("RDR"). The amount of excess contributions for that Employee is then equal to the total of all elective and other contributions taken into account for the ADP minus the product of the Employee's compensation times his or her RDR;

b) The amount determined in step a) above is reduced beginning with the HCE with the highest dollar amount of contributions to equal the dollar amount of the HCE with the next highest dollar amount of contributions and continuing in succeeding order of the HCEs until all excess contributions are accounted for as determined in step a).

c) Each HCE will receive a distribution of their portion of excess contributions determined in step b) above, in accordance with Article 5, Section 4.

(c) all rollover contributions made by an Employee from, or by the trustee(s) of, a qualified plan or a qualified rollover individual retirement account as defined in Internal Revenue Code Section 408(d)(3), if the contribution is an eligible rollover distribution as defined in Internal Revenue Code Section 402(c)(4), and if the contribution is made within 60 days of the Employee's receipt of the funds or rolled directly over to this Plan, and if the Employee indicates in writing that the contribution is a rollover contribution. A rollover contribution may not include any nondeductible Employee contributions to the other qualified plan. Rollover contributions shall not be counted for purposes of any limitation on contributions for

the year or years in which they are made. For purposes of accounting for such rollover contributions, any portion of a rollover contribution which is allocable to accumulated deductible employee contributions shall be treated as part of the Employee's employee-contributed account, and the portion allocable to employer contributions shall be treated as part of the employer-contributed account. The Employee may be required to provide reasonable proof of the qualified status of the other plan and of the qualified status of the distribution; and

(d) all contributions made pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C. § 4301, et seq.). A participant who returns to covered employment after a military leave which ends on or after December 13, 1994, and who has made elective contributions to this Plan prior to his military leave, may pay the elective contributions he would have paid into the Plan but for his military service, upon his return to covered employment. Elective and mandatory contributions required to be made under the Uniformed Services Employment and Reemployment Rights Act of 1994 shall be computed in accordance with 38 U.S.C. § 4318.

(e) any funds transferred to the Plan (with appropriate records) from a U. A. defined contribution plan which has adopted an agreement with this Plan providing for such transfers, if the funds are transferred on behalf of, and at the behest of, an Employee who has an effective date under this Plan, and the Employee has transferred his union membership to U. A. Local No. 159. Any contributions thus transferred shall retain their status as mandatory or elective contributions. Unless the interest of an alternate payee has been retained by the transferor plan, the Plan will treat any QDRO which applies to the participant's interest in the transferor plan as applicable to contributions transferred to this Plan. Notwithstanding any other distribution rule of this Plan, this Plan will honor the distribution rules of a transferor plan with respect to funds actually transferred (but not on income or gain thereon).

2. The Trustees shall designate appropriate investment media for investment of the assets of the Plan.

3. The Plan shall comply with all nondiscrimination and testing requirements set forth in Internal Revenue Code Section 401(m) and the regulations promulgated thereunder.

ARTICLE 3 - PARTICIPATION AND VESTING

1. Any Employee who has been employed at any time in any one Plan year shall be eligible to participate in this Defined Contribution Plan.

2. (a) Separate accounts shall be maintained for each Employee which shall consist of:

(1) mandatory contributions that are required to be made by an Employer; and

(2) elective contributions, if any, which were made prior to September 1, 2003 by an Employer on behalf of the Employee on account of a deduction from the Employee's wages.

(b) Effective October 1, 2005, the investment management of each Employee's separate account shall be subject to the direction of the Employee in accordance with rules and regulations adopted by the Trustees. The Plan shall consist entirely of participant-directed accounts and shall be an ERISA § 404(c) Plan.

(c) The Plan shall maintain records of the elective contributions which an Employee makes. However, no individual asset shall be attributable to an elective contribution.

3. Each Employee's right, title, and interest in his or her account shall be 100% vested at all times.

4. (a) If required by 38 U.S.C. § 4318, a participant who returns to Covered Employment on or after December 13, 1994, after return from military service, shall receive credit as follows:

(1) at the rate the employee would have received but for the period of qualifying military service, or

(2) in the case that the determination of such rate is, in the judgment of the Trustees, not reasonably certain, on the basis of the employee's average rate of compensation during the 12-month period immediately preceding such period (or, if shorter, the period of employment immediately preceding such period).

(b) Survivors of a participant who dies while performing qualified military service are entitled to any additional benefits that would be provided under the Plan if the participant had resumed covered employment and then terminated such employment on account of death.

5. Pension Augmentation Program: The amount credited to each Employee's mandatory contribution account under Section 2(a)(1) shall be determined as follows:

(a) The amount credited to an Employee's account when contributions are received for covered employment shall not include any amount designated by the collective bargaining parties as Pension Augmentation contributions. Pension Augmentation contributions shall be reserved in a separate account until allocated to Employees' accounts under the procedures described below.

(b) In March of each year, all undistributed Pension Augmentation contributions received as of March 1 for covered employment through December 31 of the prior year shall be distributed to Employees who performed qualifying employment. For purposes of this program, qualifying employment means employment as a Building Trades Journeyman or Building Trades Apprentice, in the twelve-month period ending December 31 of the prior year, for which contributions were required to be made to the U. A. Local No. 159 Defined Benefit Plan but for which no contributions were required to be made to this Defined Contribution Plan. The amount of Pension Augmentation contributions allocated to each Employee shall be the lesser of:

(1) the undistributed Pension Augmentation contributions received as of March 1 for covered employment through the prior December 31, divided by the total number of hours of qualifying employment performed by all Employees, times the number of hours of qualifying employment performed by that Employee; or

(2) \$2.00 per hour for each hour of qualifying employment.

(c) If there are any Pension Augmentation contributions remaining undistributed after allocation in accordance with paragraph (b), the residual contributions shall be used to offset administrative expenses of the Plan, or in the sole discretion of the Board of Trustees, be reserved in the Pension Augmentation

account for distribution as provided by this section the following year.

(d) In addition to the amounts credited under (b) and (c) above, each Employee shall receive a share of the income of the Plan as if the Pension Augmentation and residual allocations were made to the Employee's accounts at the time the contributions were initially made to the Plan.

ARTICLE 4 - COST OF THE PLAN AND CONTRIBUTIONS

1. Contributions to the account of each participating Employee shall be forwarded to that Employee's participant-directed account, in accordance with the following rules:

(a) Each Employee's account shall be entirely participant-directed, and shall not be subject to the investment management of the Board of Trustees or of a professional investment manager.

(b) Except as provided elsewhere in this Plan for specified situations, each Employee shall have full discretion and control, in accordance with reasonable rules and regulations adopted by the Trustees but at least once per calendar quarter, to direct the investment of his or her participant-directed account among the investments selected for this purpose by the Trustees. The rules and regulations to be adopted by the Trustees shall comply with the requirements of Section 404(c) of ERISA, 29 U.S.C. § 1104(c), and the regulations issued thereunder by the U.S. Department of Labor for participant-directed accounts.

(c) Where an Employee has not affirmatively elected to direct the investment of the assets of his or her account, those assets shall be invested in a default investment allocation, to be selected from time to time by the Board of Trustees.

2. (a) The expenses of administration of the Plan shall be paid out of the assets of the Plan, except as specifically provided elsewhere in the Plan.

(b) The expenses of administration of the entire Plan shall be charged against all Employees' accounts, in such form and amount and at such frequency, at least annually, as the Trustees may determine from time-to-time in actions recorded in the minutes of meetings of the Trustees.

(c) The Trustees reserve the power to establish a reserve account for the

purpose of paying administrative or other expenses of the Plan. Such reserve account may consist of any charges imposed upon participants and beneficiaries under Section 2(b) above, and any asset of the Plan as a whole which was not previously allocated to any participant or beneficiary. If the Trustees exercise such power, such reserves shall be deemed assets of the Plan as a whole, and the Plan as a whole shall accrue a proportional share of the income or loss of such separate account(s), which shall be allocated like other income or increment of the Plan as a whole.

(d) If a separate account has been established on behalf of an Employee to receive late contributions (as defined in Article 7, Section 1(c)) following a total lump sum distribution, that Employee's account shall not be charged a portion of the Plan's expenses. However, if additional contributions are made to the Employee's account for covered employment performed after the distribution, then his or her entire account balance shall be subject to a share of the Plan's expenses, as if the Employee was a new participant.

3. The Trustees may, in their discretion, allocate to an individual account any non-general expenses attributable to a participant, beneficiary, or alternate payee, including, but not limited to, the costs of any special report required by a participant, beneficiary or alternate payee, or any expense of litigation concerning benefits payable from any individual account.

ARTICLE 5 - ACCOUNTING

1. Except as provided in Article 4, Section 1, no Employee shall have any right, title or interest in any specific asset of the Fund.

2. The income, profit and losses and the transactions of each Employee's participant-directed account shall be debited or credited, as the case may be, to the participant-directed account of that Employee. The value of each Employee's account as of the end of any business day shall be the net asset value of the assets held in that Employee's account at that time. The only income or loss which any Employee shall receive or suffer on his or her account shall be the dividends and gains paid on, and the changes to the net asset values of, the Employee's account, and no Employee shall be entitled to any gain or loss attributable to the Plan's holdings as a whole.

3. If there will be a partial payout from an Employees' account, funds shall be taken from the Employee's account in proportion to the distribution of the

Employee's account among the various investment options on the day preceding the day that the funds are to be taken, unless otherwise directed in writing by the Employee.

4. (a) If elective deferral contributions are made on behalf of an Employee in excess of the amount permitted under Article 2, Section 1(b)(1), such excess deferrals shall be redistributed to the Employee prior to April 15 of the year following, together with any interest or other increment realized thereupon.

(b) If excess contributions are made on behalf of any Employee in any Plan Year, such excess contributions, along with the income allocable to those excess contributions during the Plan Year, shall be distributed to that Employee within two and one-half months of the close of the Plan Year.

(c) If an Employee has both excess deferrals and excess contributions in the same Plan Year, and excess deferrals are distributed to the Employee before, or at the same time as, the Employee's excess contributions are distributed, then the amount of excess contributions which must be distributed under Section 5 shall be reduced by the amount of excess deferrals which have already been distributed, or are being distributed at the same time, to the Employee. If excess contributions are distributed before excess deferrals, then the amount of excess deferrals which may be distributed to an Employee shall be reduced by the amount of excess contributions which have already been distributed.

(d) If excess aggregate contributions are made on behalf of any Employee in any Plan Year, such excess aggregate contributions, along with the income allocable to those contributions during the Plan Year, shall be distributed to that Employee within two and one-half months of the close of the Plan Year.

5. Contributions and other additions, with respect to a participant under this Defined Contribution Plan, when expressed as an annual addition to his or her account, shall not exceed the lesser of: 1) one hundred percent (100%) of his or her compensation, as defined in Treas. Reg. § 1.415(c)-2; or 2) \$40,000, or such other amounts as set forth under Internal Revenue Code § 415(c) and Treas. Reg. § 1.415(c)-1, including all cost-of-living increases permitted under Internal Revenue Code Section 415(d) and Treas. Reg. § 1.415(d)-1(b). Effective for limitation years beginning on or after July 1, 2007, for purposes of this rule, benefits and contributions attributable to a participant from all of the employers maintaining the Plan are taken into account.

ARTICLE 6 - PAYMENT OF BENEFITS

1. Employees shall be entitled to distribution of benefits at the time of the earliest of the following events:

(a) upon application at time of retirement, whether under Disability Retirement, Early Retirement, Normal Retirement, Service or Age and Service Retirement, as each is defined in the U. A. Local No. 159 Defined Benefit Plan, even if the Employee does not have sufficient credited service under that Plan to qualify for benefits under that Plan;

(b) upon application if the Trustees, within their sole discretion, determine that the Employee has become disabled, as defined in the U. A. Local No. 159 Defined Benefit Plan, even if the Employee has not attained the age or service requirements of that Plan for Disability Retirement;

(c) April 1 of the year following the year that the Employee reaches age 70½, whether or not retired;

(d) upon application of the Employee showing that he or she is suffering a substantial economic hardship and has participated in the Plan for two years. A showing of substantial hardship shall be established if the Employee has an immediate and heavy financial need which cannot be met from other sources, as demonstrated to the Trustees as they shall reasonably determine. The Employee shall be deemed to have an immediate and heavy financial need if the distribution is to be used for: (1) expenses for (or necessary to obtain) medical care that would be deductible under IRC Section 213(d); (2) costs directly related to the purchase of a principal residence for the employee (excluding mortgage payments); (3) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the employee, or the employee's spouse, children, or dependents; (4) payments necessary to prevent the eviction of the employee from the employee's principal residence or foreclosure on the mortgage on that residence; (5) payments for burial or funeral expenses for the employee's deceased parent, spouse, children or dependents; or (6) expenses for the repair of damage to the employee's principal residence that would qualify for the casualty deduction under IRC Section 165. Distributions under this subsection (d) shall not exceed the lesser of the amount of the Employee's elective contributions shown as of the last annual valuation, or the amount of financial need shown; or

(e) the lapse of 12 months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan, except as follows:

(1) if the Employee's only service was as an office employee of a sponsoring organization, the Employee may receive a distribution immediately upon termination of employment; or

(2) if the Employee has continued to work in the Plumbing and Pipefitting Industry, during the six (6) months preceding an application for distribution, solely in the capacity of contributing employer, the Employee may receive a distribution notwithstanding the fact that he is still employed in the Plumbing and Pipefitting Industry. A former Employee shall be considered a contributing employer if he is the owner of 25% or more of a partnership or non-publicly traded corporation which has been signatory to a Collective Bargaining Agreement calling for contributions to the U. A. Local No. 159 Defined Benefit Plan for six months, and which employs at least one person in covered employment at the time of application for distribution of benefits; or

(3) if the Employee verifies, on a form acceptable to the Trustees, that he or she has terminated employment in the Plumbing and Pipefitting Industry, the Employee may receive a distribution after the lapse of six (6) months after the Employee's last hour of employment in the Plumbing and Pipefitting Industry. For purposes of this rule, if an employee has had a separation from Industry Service, he or she shall not be deemed to have returned to Industry Service if the employee has performed 80 or fewer actual hours of covered employment within the six-month period before his or her application for a distribution, and is not employed in Industry Service at the time he or she applies for a distribution under this rule. However, a former Employee who terminated employment in the Plumbing and Pipefitting Industry and received a distribution under this Paragraph (e)(3) at any time, who again becomes a participant in the Plan, may not receive a distribution under this Paragraph; or

(4) if the Employee has continued to work in the Plumbing and Pipefitting Industry solely in a management position, as defined below, of a contributing corporate employer, during the twelve (12) months preceding an application for distribution, the Employee may receive a distribution notwithstanding the fact that he or she is still employed in the Plumbing and

Pipefitting Industry if he or she owns shares of the publicly traded stock of his or her contributing employer or its parent corporation, so long as he or she does not own more than ten percent (10%) of the voting shares of the corporation. For the purpose of this paragraph (4), "management position" shall mean that the employee, among his or her other responsibilities, has had the authority to hire and fire non-bargaining unit employees of the corporation.

(5) for applications received between May 1, 2010 and December 31, 2014, an employee shall be entitled to a distribution of benefits upon the lapse of six (6) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

(6) for applications received between December 1, 2013 and December 31, 2015, an employee shall be entitled to a distribution of benefits upon the lapse of three (3) months since the Employee's last hour of employment in the Plumbing and Pipefitting Industry, as defined in the U. A. Local No. 159 Defined Benefit Plan.

(f) for Employees terminating employment in the Plumbing and Pipefitting Industry between June 1, 2002 and June 30, 2002 only, and where McM Funds has authorized the distribution, the Employee may receive a distribution immediately upon the termination of his or her employment in the Plumbing and Pipefitting Industry.

2. Payment of benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following occur:

(a) The Employee attains Normal Retirement Age 65, and actually retires under the Plan, unless the Employee otherwise elects in writing; or

(b) The Employee attains age 65 or older and also reaches the 10th anniversary of commencement of the Employee's participation in the Plan, and actually retires under the Plan, unless the Employee otherwise elects in writing; or

(c) April 1 of the calendar year following the year in which the Employee reaches age 70½, without regard to actual date of retirement.

3. (a) Any benefits which a participant or beneficiary is entitled to have

distributed under the rules of this Plan shall be considered payable unless the participant or beneficiary elects to delay receipt of the benefits in accord with the rules of the Plan. If any benefits, which are payable to any participant, spouse, alternate payee, or beneficiary, remain unclaimed for three years after notification or attempted notification, the Trustees may, in their sole discretion, determine that all reasonable actions have been taken, and declare the benefits to be forfeited. Any benefits which are declared forfeited, shall revert to the general assets of the Plan, except as provided in subsections (b) or (c) below.

(b) If a participant or beneficiary whose benefits have been forfeited to the general assets of the Plan makes a claim for the forfeited benefits, his or her benefits shall be reinstated. However, if some or all of the assets which are reinstated had been held in a participant-directed account before their forfeiture, such reinstatement shall not include the reinstatement of any interest, income, or losses which the Employee would have earned or suffered had those assets remained in the participant-directed account.

(c) If the Plan is terminated, and any benefits remain unclaimed and ineligible for forfeiture under subsection (a) above, then those benefits shall escheat to the State of California.

4. Notwithstanding anything to the contrary herein, the Trustees may, prior to benefit commencement date, order immediate distribution of any Employee's account without the Employee's consent, when the total value of the Employee's accounts is less than \$1,000. When the value of the accounts is greater than, or has ever exceeded, \$1,000, lump sum distribution may be ordered, but only with the written consent of the Employee.

5. When, in the exclusive discretion of the Board of Trustees, the financial situation of the Plan so allows, an Employee may elect to transfer his or her entire interest in the Plan to another AFL-CIO-affiliated defined contribution plan with which this Plan has an agreement providing for such transfers, if the Employee was a member of U. A. Local No. 159 and transferred his union membership to an AFL-CIO-affiliated Local Union which is a sponsor of the transferee plan. Notwithstanding the above, no transfer shall be made of any portion of a participant's account which has been assigned to an alternate payee in a QDRO unless the QDRO so provides, or the alternate payee consents in writing.

ARTICLE 7 - METHOD OF DISTRIBUTION

1. (a) Distribution from the Plan may be made in any one of the following ways, always giving primary consideration to the wishes of the Employee whenever possible:

(1) lump sum distribution, subject to the procedures of subsection (b);

(2) equal monthly installments in an amount to be selected by the Employee, and not less than \$100.00, over a fixed period of years, not to exceed the life expectancy of: (i) the Employee, or (ii) if the Employee's beneficiary is his or her spouse who is more than ten years younger than the Employee, the joint life expectancy of the Employee and spouse; in accordance with Internal Revenue Code Section 401(a)(9), IRS Reg. § 1.401(a)(9)-2 through 1.401(a)(9)-9 and the incidental death benefit requirements of 401(a)(9)(G).

(b) If any person or persons will be receiving a total lump sum distribution, the amount of the distribution shall be the balance of the Employee's participant-directed account as of the date of its liquidation, plus contributions received thereafter, if any.

(c) Contributions received or required to be credited after a total lump sum distribution is processed ("late contributions") shall be distributed as soon as it is practical to do so after they are received or credited. Such contributions shall be deemed to be a new account, and any income which is payable on such additional contributions shall be applied only to the late contributions. For purposes of this rule, late contributions includes any amount allocated under the Pension Augmentation Program, and all amounts received from employers after the initial total lump sum distribution for work performed before the distribution, including late reported contributions and reciprocal contributions. Contributions for covered employment performed after the distribution shall also be treated as a new account, but shall not be subject to immediate distribution without an application, except under procedures provided elsewhere in this Plan.

2. (a) Subject to the limits stated in Subsections 1(a)(2) and 6(b) of this Article, an Employee or a surviving spouse may, at the person's benefit commencement date, elect either of the following:

(1) a partial lump sum distribution, followed by monthly installments commencing immediately, or

(2) a partial lump sum distribution, followed by monthly installments to commence on April 1 of the calendar year following the year that the Employee attains age 70½.

(b) An Employee or surviving spouse who is entitled to distribution of his or her account balance but who has not received a full distribution thereof may, in accordance with procedures established by the Trustees, but no more often than once a month, elect to receive a partial or total lump sum distribution, or to have monthly installments commenced, terminated, increased or decreased, within the limitations of Subsections 1(a)(2) and 6(b) of this Article. The Trustees reserve the right to deny a request for a new election of form of distribution, if they determine that it is not in the interests of the participants and beneficiaries to permit changes in the form of distribution at that time.

(c) Except for distributions to beneficiaries who are eligible under the terms of the Plan for payment of benefits only in a single lump sum distribution, no distribution of benefits to an Employee, designated beneficiary, alternate payee, or estate shall be made without written notice to the Trust Fund Office of the form of distribution. Any election to change the form of distribution of benefits must also be made by written notice to the Trust Fund Office.

(d) The Plan may assess an administrative fee, as established from time to time by the Trustees, for any election of a form of distribution after an initial election at benefit commencement date or which includes two forms of distribution.

3. If an Employee dies with undistributed benefits in his or her Plan account, the benefits shall be paid to the surviving spouse, if any, or to a beneficiary designated by the Employee. No person other than an Employee may designate a beneficiary under this Plan. The designation of a beneficiary for a married Employee, other than the Employee's spouse, shall be valid only if the spouse properly consents to the designation. The designation of a spouse as beneficiary by the Employee shall be automatically revoked by the dissolution of their marriage, unless preserved by a qualified domestic relations order or reinstated by the Employee after the dissolution. The designation of any person other than a spouse is revoked if the Employee becomes married thereafter, and shall not become effective again if

that marriage is dissolved. If there is no surviving spouse or designated beneficiary, the Employee's entire interest in the Plan shall be distributed over a period of not more than five years, commencing within one year of the date of death, to the following persons in the order stated below, the members of each class to take to the exclusion of each succeeding class or classes:

- (a) children, if any, natural or adopted;
- (b) father and/or mother, if either living;
- (c) sisters and/or brothers, if any living; or
- (d) the Employee's estate.

4. If a retired Employee prior to Normal Retirement age 65 returns to employment in any capacity in the Plumbing and Pipefitting Industry anywhere within or without the State of California, payment of any installment of Defined Contribution benefits, if that method has been elected, shall be suspended, and the Employee may not elect to receive a lump sum distribution, until the Employee has resumed retirement status after attainment of age 65. After the retiree has reached Normal Retirement age 65, his or her Defined Contribution benefits, whether in the form of installments or a lump sum, shall be suspended for any month in which he or she has worked forty hours or more in any capacity in the Plumbing and Pipefitting Industry within the State of California. If benefit payments are to be suspended, the Plan shall give the retiree any notification legally required under applicable Department of Labor regulations, which includes a citation to those regulations, a description of the specific reasons for the suspension, and a general description of the Plan provisions relating to the suspension and a copy of such Plan provisions. The notification shall also include a description of the Plan's procedure for reviewing suspension of benefits and the procedures and forms governing the resumption of benefits.

5. The Trustees may, in their sole discretion, authorize loans to an Employee of the greater of the following amounts, computed as of the last valuation date preceding the date of the loan: (1) 100% of the first \$10,000 of the Employee's vested interest in the Plan; or (2) 50% of the Employee's vested interest in the Plan, up to \$50,000. The loan shall be evidenced by a promissory note of the Employee, assigning to the Trustees, either directly or indirectly, a security interest in the Employee's interest in the Plan equal to the outstanding balance of the Employee's loan. The loan shall have an interest rate set by the Trustees; shall be subject to plan loan rules adopted by the Trustees; shall be paid in equal installments, at least

quarterly; and shall be for a term of no more than five years unless the loan is for the purpose of the acquisition of the Employee's principal residence. If a participant is married at the time of a loan, no loan may be secured by the participant's account balance unless the spouse has, within the ninety-day period ending on the date on which the loan is to be secured, given consent in writing, properly witnessed by a Plan representative or notarized. Notwithstanding the above, the Trustees may delegate any or all of the authority to administer any or all aspects of the Plan Loan program to any organization which they deem qualified to do so.

6. (a) An Employee upon retirement may elect, in lieu of distribution, to retain his or her interest in the Plan, in which event his or her account shall continue to share in the net appreciation or depreciation and net income or loss of the investments of the Employee's participant-directed account, as provided in Article 5. A beneficiary, pending total distribution, may exercise all of the powers of an Employee to direct the investment of his or her participant-directed account. However, if there is more than one designated beneficiary, the entire account of the Employee shall be returned to the default investment allocation pending distribution.

(b) If an Employee has elected to maintain his or her account after retirement, proceeds of the account shall be distributed to the Employee or beneficiary upon application thereafter in accordance with the provisions of this Article, and in compliance with the payment of benefit provisions of Article 6. However, in no event may a participant or beneficiary elect to delay distribution of benefits beyond April 1 of the year following the year that the participant attains age 70½, or would have attained age 70½ if living. If a participant or beneficiary fails to apply for benefits at such time, the Plan shall commence payment of benefits in installments to a single participant or any beneficiary, pending the election of the form of benefit under this Article. Furthermore, notwithstanding any other provision of this Plan, distributions from the Plan shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the minimum incidental death benefit provisions thereof, and all applicable Regulations issued thereunder by the Internal Revenue Service.

7. (a) If the Employee or beneficiary will be receiving a total distribution in a single lump sum, and if the holder of the Employee's participant-directed account permits the transfer of Plan assets to a non-Plan account of the person, and the

person so elects, the person may roll any or all of the participant-directed account distributable to that person over to a non-Plan individual retirement arrangement ("IRA") without the liquidation of assets held in his or her participant-directed account. Other than such assets as are rolled into an IRA, all assets held in the Employee's participant-directed account shall be liquidated by the Trust Fund Office at the time of the distribution, and the proceeds thereof applied to the distribution.

(b) If an Employee will be receiving a partial distribution in a single lump sum, such as a hardship distribution, or a Plan Loan, the Trust Fund Office shall liquidate sufficient shares of the Employee's participant-directed account to fund the distribution or loan, taken from the Employee's account in proportion to the distribution of the Employee's account among the various investment options on the day preceding the day that the funds are to be taken, unless otherwise directed in writing by the Employee.

(c) All installment payments shall be made from the Employee's participant-directed account, taken from the Employee's account in proportion to the distribution of the Employee's account among the various investment options on the day preceding the day that the funds are to be taken, unless otherwise directed in writing by the Employee.

8. (a) This Section applies to distributions made on or after January 1, 1993, except as otherwise indicated. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life

expectancies of the distributee and the distributee's designated beneficiary; or for a specified period of ten years or more;

(B) any distribution to the extent that such distribution is required under section 401(a)(9) of the Internal Revenue Code;

(C) any hardship distribution described in section 401(k)(2)(B)(i)(IV) of the Internal Revenue Code and made after November 1, 1999; and

(D) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For distributions made after December 31, 2001, an eligible retirement plan includes a section 403(b) tax-sheltered annuity and an eligible section 457(b) plan maintained by a governmental employer. For distributions made after December 31, 2007, an eligible retirement plan is also a Roth IRA. For distributions made after December 31, 2009, an eligible retirement plan is also an inherited IRA for the benefit of a non-spouse beneficiary.

(3) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Effective January 1, 2007, a distributee includes a non-spouse Beneficiary.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

ARTICLE 8 - MERGERS

1. No merger of the Plan, or transfer of its assets, shall be permitted which would result in any Employee receiving a benefit immediately after the merger or transfer which would be less than the benefit to which he or she would have been entitled if the Plan had been terminated immediately prior thereto.

ARTICLE 9 - MISCELLANEOUS RULES

1. Upon complete or partial termination of the Plan, or upon a complete discontinuance of contributions, the interests of all affected Employees shall become nonforfeitable.

2. The interests of participating Employees shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person or entity.

3. No part of the assets of this Defined Contribution Plan shall revert, or be payable, to any person or entity other than to the Employee by way of benefits under this Plan, nor shall any payment made to this Plan be liable or in any manner subject to the debts or liabilities of any participating Association, Individual Employer, or the Union.

ARTICLE 10 - QUALIFIED DOMESTIC RELATIONS ORDERS

1. (a) The benefits provided by this Plan are subject to any Qualified Domestic Relations Order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under the Plan. A Qualified Domestic Relations Order means any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, child or other dependent of a participant, and is made pursuant to a State Domestic Relations Law (including a community property law). An alternate payee means any spouse, former spouse, child or other dependent of a participant. An alternate payee is considered a beneficiary, not a participant of this Plan.

(b) In the event that the Plan should be served with a domestic relations

order, it shall promptly notify the participant and each alternate payee of the order and of the Plan Administrator's procedures for determining the qualified or unqualified status of the order.

2. The Plan may make a lump sum distribution to an alternate payee who is a former spouse, prior to the participant's earliest distribution date, of the benefits awarded to the former spouse in a Qualified Domestic Relations Order, provided the Order has been served on the Plan, together with a notice of entry of judgment of dissolution of the marriage.

3. The initial service of a proposed domestic relations order, the service of joinder in a marital dissolution action, or the receipt of other notice of adverse interest relating to an Employee's Plan account shall not affect the power of an Employee to exercise any power to direct the investment of his or her participant-directed account.

4. If an alternate payee's rights have been defined in a domestic relations order which has been filed, served on the Plan, and approved as a QDRO, then until the alternate payee's interest in the Plan is distributed, the alternate payee's interest shall be treated as a segregated separate sub-account of the Employee's account. An alternate payee's segregated separate sub-account may only be held in the Plan's default investment allocation fund.

5. (a) If an Employee's account is being partitioned to make a distribution to an alternate payee, or if a segregated sub-account is being established for the benefit of an alternate payee, the distribution or sub-account shall be funded entirely from the Employee's participant-directed account under the following rules:

(1) If a QDRO provides that some or all of the alternate payee's share shall be paid using specific shares of the Employee's participant-directed account, or the proceeds of the sale of specific shares, the Trust Fund Office shall instruct the holder of the participant-directed accounts accordingly.

(2) If the QDRO does not identify specific shares of the Employee's participant-directed account to be liquidated or transferred directly to the alternate payee or to the alternate payee's individual retirement arrangement to satisfy the alternate payee's share, the Trust Fund Office shall notify the Employee

of the need to transfer, within ten working days, sufficient assets of his or her participant-directed account to the Plan participant-directed Default Fund for this purpose. If the Employee fails to transfer sufficient funds to the Plan participant-directed Default Fund and notify the Trust Fund Office within the time provided, then the Trust Fund Office shall liquidate sufficient shares of the Employee's participant-directed account, in order from least volatile to most volatile as determined by the Board of Trustees, until sufficient shares have been liquidated to fund the distribution or segregated sub-account.

(b) Funds which are applied to an alternate payee's distribution or segregated sub-account from the Employee's account shall be charged to the Employee's mandatory and elective accounts in proportion to the value of those accounts at the time of the distribution or segregation, unless otherwise provided in the QDRO.

ARTICLE 11 - APPEAL PROCEDURE

1. (a) No participant, beneficiary, or other person shall have any right or claim to benefits under this Plan other than as specified in the Plan. Any dispute as to eligibility, type, amount or duration of benefits, or any right or claim to payments from the Fund, shall be resolved by the Board of Trustees under and pursuant to the Plan and the Trust Agreement. The procedures specified in this Article, and supplementary procedures established by the Trustees, shall be the sole and exclusive procedures available to any such individual who is dissatisfied with an eligibility determination or benefit award, or who is adversely affected by any action of the Trustees, the Trust Fund Office or any other Plan fiduciary.

(b) If any person is aggrieved by a decision of the Trust Fund Office, or other agent of the Board of Trustees, concerning any element of the Plan, he or she must appeal the decision to the Board of Trustees in writing. The Board of Trustees reserves the full discretionary authority to interpret Plan language and to decide all claims or disputes regarding right, type, amount or duration of benefits, or claim to any payment from this Trust. The decision of the Board of Trustees on any matter within its discretion shall be final and binding on all parties. A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

(c) Except as provided in Section 2 of this Article 11, an aggrieved person must appeal within 60 days of the adverse action, or his or her objection shall be deemed waived. Claims and appeals for distribution of benefits based upon disability filed on or after January 1, 2002 shall be governed by the special procedures set forth in Section 2 below.

2. Special Claims and Appeal Procedures for Distributions Based on Disability. These special claims and appeals procedures shall apply to all claims and appeals for distributions based upon disability filed on or after January 1, 2002.

(a) Filing a Claim for Distribution Based Upon Disability.

To file a claim for distribution based upon disability, the participant must submit a completed application form, with proof of disability, to the Trust Fund Office. Along with the claim form, the claimant may submit written comments, documents, records or other information relating to his or her claim. The Plan will provide access to and/or copies of all documents, records and other information relevant to the claim, upon request and free of charge. An authorized representative may act on behalf of the claimant in filing a claim for distribution based upon disability under this Plan.

(b) Notification Rules If The Claim For Benefits is Denied.

(1) Time Limits and Requests for Additional Information. If a claim for distribution based upon disability is denied, the Plan will notify the claimant as soon as reasonably possible, but no later than 45 days after the Plan received the claim. That time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (A) the reason for the delay,
- (B) the expected date of decision,
- (C) the basis on which the decision will be made,

- (D) any unresolved issues preventing a decision now, and
- (E) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

(2) Contents of Notice. The Plan will provide the claimant with written notice if his or her claim for distribution based upon disability is denied. The notice will include the following information:

- (A) a statement of the specific reason(s) for the denial;
- (B) reference to the specific Plan provision(s) on which the denial was based;
- (C) if the Plan's decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
- (D) a description of any additional information or documents that the claimant will need to submit if he or she wants the claim to be reconsidered, and an explanation of why that information is necessary;
- (E) a description of the Plan's appeal procedures. These may be found in a separate document, and must be followed in appealing the denial of benefits; and
- (F) a statement of the claimant's right to bring a civil action under ERISA § 502(a), if the appeal is unsuccessful.

(c) Appeal Procedures.

(1) If a claim for distribution based upon disability has been denied, the claimant may appeal the denial to the Board of Trustees. Appeals must be in

writing, and state in detail the matter or matters involved. To submit an appeal, the claimant must send a letter with any documents and information that he or she wants the Board to consider, to:

U. A. Local No. 159 Defined Contribution Plan
c/o HS&BA
4160 Dublin Boulevard, Suite 400
Dublin, CA 94568

Claimants must submit their appeals within 180 days of receiving a denial of benefits. If a claimant does not submit an appeal within 180 days of receiving a denial, he or she will be deemed to have waived any objection to the denial.

(2) Standard for Review. In deciding the appeal, the Board of Trustees will take into account everything that the claimant submitted, even material that was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate shall have a vote in the decision on appeal.

(3) In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The health care professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.

(d) Notification of the Board's Decision on Appeal.

(1) Time Limits. The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.

(2) If special circumstances require further extension, the decision will be

made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.

(3) The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

(4) Contents of Notice. The Plan will send the claimant written notice of the Board of Trustees' decision on appeal. If the appeal has been denied, the notice will include the following information:

(A) the specific reason(s) for the denial;

(B) reference to the specific Plan provision(s) on which the denial is based;

(C) if the decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;

(D) a statement that the claimant may view and receive copies of documents, records or other information relevant to the claim, upon request and free of charge; and

(E) A statement of the claimant's right to bring a civil action under ERISA § 502(a).

ARTICLE 12 - CONTINGENT TOP-HEAVY PROVISIONS

1. Definitions. For purposes of this Article 12, the following words and phrases shall have the meaning stated below, unless a different meaning is clearly required by the context:

(a) Key Employee.

(1) In determining whether the Plan is top-heavy for Plan years beginning after December 31, 2001, Key Employee means any Employee or former employee (including any deceased employee) who at any time during the Plan year that includes the determination date is an officer of the Employer having an annual Compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code (the "Code") for Plan years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having an annual Compensation of more than \$150,000. In determining whether a plan is top-heavy for plan years beginning before January 1, 2002, Key Employee means any employee or former employee (including any deceased employee) who at any time during the 5-year period ending on the determination date, is an officer of the Employer having an annual Compensation that exceeds 50-percent of the dollar limitation under Section 415(b)(1)(A), an owner (or considered an owner under Section 318) of one of the ten largest interests in the Employer if such individual's Compensation exceeds 100 percent of the dollar limitation under Section 415(c)(1)(A), a 5-percent owner of the Employer, or a 1-percent owner of the Employer who has an annual Compensation of more than \$150,000. For purposes of this paragraph (1), annual Compensation means Compensation as defined in Article 1, Section 7.

(2) The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(b) Top-Heavy Plan.

This Plan is top-heavy if any of the following conditions exists:

(1) If the top-heavy ratio for this Plan exceeds 60 percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans.

(2) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60 percent.

(3) If this Plan is a part of a required aggregation group and part of a

permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.

(c) Top-Heavy Ratio.

(1) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and an Employer has not maintained any defined benefit plan which during the 5-year period ending on the determination date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the determination date(s) (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), both computed in accordance with Section 416 of the Code and the regulations thereunder. Both the numerator and denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the determination date, but which is required to be taken into account on that date under Section 416 of the Code and the regulations thereunder.

(2) If an Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the determination date(s) has or has had any accrued benefits, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the

determination date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (1) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the determination date (5- year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002).

For purposes of (1) and (2) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in Section 416 of the Code and the regulations thereunder for the first and second Plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one hour of service with any Employer maintaining the Plan at any time during the 1-year period (5-year period in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002) ending on the determination date, will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

(d) Permissive Aggregation Group.

The required aggregation group of plans plus any other plan or plans of an Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Section 401(a)(4) and 410 of the Code.

(e) Required Aggregation Group.

Each qualified plan of an Employer in which at least one Key Employee participates or participated at any time during the plan year containing the determination date or any of the four preceding plan years (regardless of whether the plan has terminated), and any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Section 401(a)(4) or 410 of the Code.

(f) Determination Date.

For any Plan year subsequent to the first Plan year, the last day of the preceding Plan year. For the first Plan Year of the Plan, the last day of that year.

(g) Valuation Date.

The last day of each Plan year.

2. Minimum Benefits.

(a) Except as otherwise provided in (c) and (d) below, the Employer contributions and forfeitures allocated on behalf of any Participant who is not a Key Employee shall not be less than the lesser of three percent of such Participant's Compensation or in the case where the Employer has no defined benefit plan which designates this Plan to satisfy Section 401 of the Code, the largest percentage of Employer contributions and forfeitures, as a percentage of Key Employee's Compensation, as limited by Section 401(a)(17) of the Code, allocated on behalf of any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received

a lesser allocation for the year because of (i) the Participant's failure to complete 1,000 hours of service (or any equivalent provided in the Plan), or (ii) the Participant's failure to make mandatory employee contributions to the Plan, or (iii) Compensation less than a stated amount.

(b) For purposes of computing the minimum allocation, Compensation shall mean Compensation as defined in Article 1, Section 7, as limited by Section 401(a)(17) of the Code, but shall mean Compensation earned as an Employer for the whole year.

(c) The provisions in (a) above shall not apply to any Participant who was not employed by the Employer on the last day of the Plan year.

(d) The provision in (a) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.

3. Minimum Vesting.

The Participants in this Plan are 100% vested at all times.

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