

Pipe Trades Defined

Contribution Trust Fund



Summary Plan Description
October 2021

**ARIZONA PIPE TRADES
DEFINED CONTRIBUTION PLAN**

BOARD OF TRUSTEES

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200 Berkeley Street
Boston, MA 02116
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October 1, 2021

**ARIZONA PIPE TRADES
DEFINED CONTRIBUTION PLAN**

A Message From the Board of Trustees

To All Covered Employees:

We are pleased to provide you with this updated booklet describing your Defined Contribution Plan. This Summary Plan Description replaces and supersedes prior materials.

The Internal Revenue Service has determined that the Plan continues to meet the requirements for tax-qualified status. This means that income taxes on the contributions made to the Plan are deferred until your benefit payments begin.

The Defined Contribution Plan was established as a means of accumulating money to protect a member and his family in the event of disability or death during his working years, and to provide an additional measure of financial security at retirement.

The Summary Plan Description or "SPD" provides an explanation of the more important provisions of the Plan. It does not replace the complete text of the Plan Document. In the event of a conflict between the SPD and the Plan Document, the Plan Document controls. You may request a copy of the Plan Document by writing to the Administrative Office. Both the SPD and the Plan Document include changes made through the publication date of this booklet. These changes include important developments such as daily valuation, Participant-directed investment, and the transition to a new Recordkeeper (John Hancock Retirement Plan Services). We urge you to read this booklet carefully to learn your rights under the Plan and the benefits to which you may become entitled. Please keep this booklet in a safe place for your future reference.

Certain Plan provisions described in this booklet may not apply to participants who terminated employment or retired before the date of this booklet.

If you have any questions about the Plan or desire additional information, you can call or write the Administrative Office.

Sincerely,

BOARD OF TRUSTEES

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SUMMARY OF THE DEFINED CONTRIBUTION PLAN

SOME TERMS USED IN THIS BOOKLET

Administrative Office: This is the office to which you may direct communications about your account, especially anything for the attention of the Board of Trustees. This includes inquiries about your rights, benefits and responsibilities, request for a distribution, and any notice, including any change of marital status and designation of a beneficiary, you may be required to give the Plan. The address and telephone number are:

Arizona Pipe Trades Defined Contribution Plan

BeneSys, Inc.
3109 N. 24th Street, Suite 105
Phoenix, AZ 85016
Member services: 877-429-7473
BeneSys AZ: 602-956-1950

Recordkeeper: The Plan's Recordkeeper accounts for contributions incoming to the Plan, administrative expenses incurred by the Plan and investment earnings and losses. It values your account balance on a daily basis. You may contact the Recordkeeper to determine the value of your account, the performance of investment options that you have selected for your account and available alternative investment options.

John Hancock Retirement Plan Services
200 Berkeley Street
Boston, MA 02116
833-388-6466

Employee: The term "Employee" means: (a) any person who performs work pursuant to a Collective Bargaining Agreement that requires contributions to this Plan on his or her behalf; and (b) those classes of employees participating in the companion Arizona Pipe Trades Pension Trust Fund.

Plan Year or Fiscal Year: The terms "Plan Year" and "Fiscal Year" both refer to the period of twelve consecutive calendar months from June 1 of any calendar year through May 31 of the next calendar year.

Individual Account: The account established and maintained for each eligible Participant in the Plan. See page 3 of this booklet. The Individual Account consists of contributions from your Employer and earnings on that money together with your 401(k) contributions (your wage deferrals) and your rollovers, if any, and earnings on that money.

Valuation Date: The date on which Individual Accounts are valued. Each May 31—the last day of the Plan Year—is a Valuation Date. There was also a one-time Valuation Date on November 30, 2008. Effective May 3, 2019, each business day is a Valuation Date.

Accumulated Share: This term refers to the amount that is payable to you or your beneficiary once the eligibility requirements (including the filing of an application) have been met. See page 13 of this booklet.

Participant: This term means any Employee participating in the Plan for whom an Individual Account has been established.

Spouse: The term “Spouse” means the person to whom a Participant is married, provided the jurisdiction in which the marriage was performed recognizes the marriage as valid. For purposes of this Section, the term “jurisdiction” may refer to any of the fifty states of the United States, to the District of Columbia, to the territories of the United States, or to a foreign country.

Union: This term means Local Union 469 of the United Association of Journeymen and Apprentices of the United States and Canada, which is a labor organization. On July 1, 2007, Local Unions 469 and 741 were consolidated.

PARTICIPATION IN THE DEFINED CONTRIBUTION PLAN

If you are an Employee of an Employer whose Collective Bargaining Agreement obligates that Employer to contribute to the Defined Contribution Plan for your work, you are eligible to participate in this Plan. Certain other employees (such as employees of the Union) are also eligible to participate; see Article I, Section 5 of the Plan.

The obligation to contribute to the Defined Contribution Plan began for all signatory Employers on July 1, 1981. You become a Participant in the Defined Contribution Plan when the first contribution is made to the Plan with respect to your Covered Employment.

INDIVIDUAL ACCOUNTS

If you are eligible, an Individual Account is established for you. The Individual Account consists of Employer Contributions made on your behalf and applicable adjustments, and your 401(k) contributions (your wage deferrals) and applicable adjustments. See the Section on "Contributions".

Effective May 3, 2019, at the end of each business day (Valuation Date), the value of your Individual Account is determined by the Recordkeeper based on:

- (1) The total amount of Employer Contributions received on your behalf including, for the period beginning on January 1, 1994, any contributions (but not earnings or forfeitures) owed for a period of Qualified Military Service in the armed forces of the United States consistent with and to the extent required by law, and including, for the period on and after January 1, 2007, any contributions imputed in accordance for death or disability during Qualified Military Service as explained on page 7.
- (2) The total amount of the wages you deferred under the Plan's 401(k) feature.
- (3) Your net investment return (gross gain or loss less investment expenses).
- (4) Administrative expense, as periodically determined by the Trustees.
- (5) Any prior distributions made to you.

If the total amounts in all Individual Accounts and Participant Rollover Accounts (as defined below), plus amounts previously established for expenses and reserves at that time, exceed the total net assets of the Fund, then all existing Individual Accounts and Participant Rollover Accounts shall automatically be proportionately reduced so that the total of such Accounts and amounts previously established for expenses and reserves is not more than the Fund's total net assets.

Statements

You will receive a statement following the close of each calendar quarter showing the balance in your Individual Account and, if any, your Participant Rollover Account (see below). You are always 100% vested in your Individual Account and your Participant Rollover Account.

At any time, you may contact the Recordkeeper and obtain account information by calling 833-388-6466 (833-38-UNION) or accessing its website (www.mylife.jhrps.com) or John Hancock Retirement mobile application.

Participant Rollover Account

A “Participant Rollover Account” is established for each Participant from whom or on whose behalf the Fund receives an Eligible Rollover Distribution. The Participant Rollover Account is fully vested at all times, and is not subject to forfeiture for any reason. The Participant Rollover Account is maintained and valued in accordance with Plan provisions on Individual Accounts, but is separately accounted for.

Participant-Directed Investment

Subject to procedures established by the Board of Trustees and applied in a uniform, nondiscriminatory manner, each Participant is permitted, effective May 3, 2019, to direct the investment of his or her Individual Account, and his or her Participant Rollover Account, if any, in specific investment vehicles permitted under the Plan’s procedures.

Unless you direct otherwise, your account balance will be placed into a target date fund. A target date fund is a mutual fund that is intended to provide an appropriate reward/risk opportunity based on Your age and likely retirement date.

You may stay invested in the target date fund or, if you choose, may periodically select other investment options for all or some of your account balance. The Board of Trustees, through their professional Investment Officer, have made available a range of alternative investment options with varying levels of reward/risk opportunity that you may determine better suit your personal needs, risk tolerance and objectives.

Details of the target date funds and the other available investment choices are available at any time by contacting the Recordkeeper by calling 833-388-6466 (833-38-UNION) or accessing its website (www.mylife.jhrps.com) or the John Hancock Retirement mobile application. The Recordkeeper’s website includes information and tools to help you better understand the potential rewards and risks of the several investment options and calculate your financial needs in retirement. Additionally, the Recordkeeper periodically will conduct in-person or remote education meetings to help you better understand the investment options, calculate your financial needs in retirement and maximize all of the new available tools and resources.

These investment options, including the target date funds, are meant to provide you with the opportunity to implement an investment strategy of preserving principal while obtaining a prudent

rate of return and minimizing exposure to losses or wide swings in market value. **However, there is no guarantee of investment return or principal when investing in securities.**

A Participant's Individual Account, and Participant Rollover Account, if any, shall be adjusted to reflect the applicable share of Fund Expenses, as directed by the Trustees. Investment-related expenses shall be borne by Individual Accounts and Rollover Accounts on a basis proportionate to the account balance. Operational expenses shall be borne by Individual Accounts and Rollover Accounts on a per-capita basis.

An Individual Account or Participant Rollover Account will be considered terminated in the month in which payment of the Accumulated Share is exhausted. On and after May 1, 2019, an Individual Account or Participant Rollover Account from which payment has commenced will continue to participate in earnings, losses and expenses as described above until the date the Individual Account or Participant Rollover Account is reduced to zero.

CONTRIBUTIONS

Employer Contributions

Your Employer will make contributions to the Plan on your behalf based on a fixed rate per hour of work as provided under a Collective Bargaining Agreement.

Employer Contributions will include contributions owed for a period of Qualified Military Service in the armed forces of the United States, and, on and after January 1, 2007, will also include any contributions imputed as a result of death or disability during Qualified Military Service.

Employee Contributions

In accordance with section 401(k) of the Internal Revenue Code, the Plan permits you, beginning March 1, 2006, to make contributions to the Plan through a wage reduction agreement. These 401(k) contributions are also called “deferrals” because you are deferring your tax liability on the wages you contribute to your Individual Account.

Under the wage reduction agreement, you may elect to contribute \$0.50, \$1.00, \$1.50, \$2.00, \$2.50, \$3.00, \$4.00, \$5.00, \$6.00, \$7.00 or \$8.00 per hour from your wages to your Individual Account.

For Covered Employment performed on and after July 1, 2015, the permitted deferral levels under a voluntary wage reduction agreement continue to include the levels specified in the previous paragraph, but also include amounts greater than \$8.00 per hour, in \$1.00 per hour increments, up to 100% of your hourly Compensation. However, your deferrals are subject to an annual limit, described on the following page.

You may elect to begin participating in the 401(k) feature of the Plan—or change the hourly dollar amount if you are already participating—under the following two circumstances: (1) during semi-annual open enrollment periods (January 1 and July 1) designated by the Trustees and announced by the Administrative Office, and (2) at the time you are dispatched by the Union to work for an Employer in employment covered by this Plan.

If you are participating in the 401(k) feature of the Plan, then you will be allowed to revoke your wage reduction agreement at any time.

These contributions will be deposited into your Individual Account and can be withdrawn at retirement under the same terms as contributions made on your behalf by an Employer. You will not pay federal or state income taxes on these amounts until you actually receive them at retirement, but you will pay Social Security, Medicare, and other payroll taxes at the time of contribution. If you receive a lump sum payment before you reach age 59½ and you do not roll it over into an Individual Retirement Account (IRA) or other qualified plan, then in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. It is important that you consult your tax advisor to determine the tax consequences of

your situation when you decide to take a distribution from the Plan. For additional information regarding participation in the 401(k) feature, please contact the Administrative Office.

Maximum Annual Employee Contribution. The amount of 401(k) contributions you make to your Individual Account in any year is limited by federal regulation, as indexed by IRS. In 2021, your 401(k) contributions may not exceed \$19,500. This maximum amount is subject to change each year. Any 401(k) contributions made in excess of this limit will be returned to you no later than March 31 following the year the contributions were made.

Additional Catch-up Contributions. Effective January 1, 2010, all Employees who are eligible to make elective deferrals under this Plan and who attain age 50 before the close of the Plan Year are eligible to make in addition to the generally applicable contribution maximum amount catch-up contributions to the extent allowed by federal regulation as indexed by IRS. In 2021, your catch-up contributions may not exceed \$6,500. Any contributions made in excess of this limit will be returned to you no later than March 31 following the year the contributions were made.

Contributions for Military Service

Participants who satisfy conditions imposed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be entitled to have contributions (but not investment income) added to their Individual Account for a period of Qualified Military Service. To receive credit, you must have left Covered Employment to join the military.

Your entitlement to benefits for time spent in military service also depends on your compliance with other legal requirements of USERRA, including the following:

- Your separation from military service must be other than disqualifying under USERRA, such as where you have a dishonorable or bad conduct discharge.
- The total length of your absence due to military service may not exceed five years.
- You report or submit an application for re-employment following military service within the time allowed by law.
- After discharge, you must register for work at the Union and be employed at least 301 hours in the year of your discharge or the immediately following calendar year.

| Length of Military Service | Reemployment Application Deadline |
|----------------------------|-----------------------------------|
| Less than 31 days | 1 day after discharge |
| 31 through 180 days | 14 days after discharge |
| More than 180 days | 90 days after discharge |

If you meet these conditions, your Individual Account will be credited with contributions (but not investment income) for Qualified Military Service. The number of hours for which you will be credited with contributions will be based on the number of hours you worked in Covered Employment during the twelve months prior to the commencement of your military service. The hourly rate of contributions to be credited for a period of Qualified Military Service will be equal

to the average hourly rate of contributions for all participants during the year in which your military service was performed. Until you or your employer notifies the Administrative Office that you have met the foregoing conditions, you will not receive credit for your military service.

As the rules for crediting military service are complex, we recommend that you contact the Administrative Office before you leave and after you return from military service. If you think you may be eligible for contributions for a period of military service, please provide the Administrative Office with accurate records of your service. This change is effective for eligible veterans returning to employment on or after December 12, 1994.

If a Participant dies on or after January 1, 2007 while performing Qualified Military Service, the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and contributions under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding death and then terminated Covered Employment on the date of death.

If a Participant becomes totally disabled on or after January 1, 2007 while performing Qualified Military Service, the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and contributions under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding the day on which the Participant incurred the disability and then terminated Covered Employment on the day the disability was incurred.

Rollover Contributions

Subject to review and acceptance by the Trustees, an employee may transfer an Eligible Rollover Distribution from a qualified plan (including another 401(k) account) to this Plan.

On and after April 1, 2019, transfer of an Eligible Rollover Distribution is permitted from an IRA, but not from a Roth IRA.

Federal law defines an Eligible Rollover Distribution as 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 the following: 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; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any hardship distribution.

The transfer may be made directly from the other plan, or through the employee, in which case the employee has sixty (60) days following the receipt of a distribution from the other plan, and the amount rolled over must be equal to the amount of the distribution from the other plan. This amount will be placed in a "Participant Rollover Account" which will be fully vested at all times, will be maintained in accordance with Plan provisions, and will share in all investment yields and

administrative expenses. Amounts placed in a Participant Rollover Account are maintained in your Individual Account.

To receive a distribution from this Plan of the money in the rollover account, an employee must meet the same age and retirement/separation requirements as he does for a distribution of his employer contributions and, if applicable, employee contributions, may be distributed upon termination of Plan employment.

RECIPROCITY PROCEDURES

The Plan has entered into the United Association Pension Fund Reciprocal Agreement along with a number of other Pipe Trades local union pension plans. That Agreement provides for the "money-follows-the-man" reciprocity rule. When working temporarily within the jurisdiction of another Pipe Trades local union, pension contributions made on your behalf will automatically be forwarded to your Home Pension Fund. This is true when both your Home Pension Fund and the pension fund covering the area where you are working are both Participating Funds.

To understand how Reciprocity works, you should first become familiar with a few technical terms. These include:

- 1. Home Pension Fund.** If you are a United Association member, your Home Pension Fund is the pension fund (or funds) sponsored by the local union to which you belong. If you are not a United Association member, your Home Pension Fund is the Participating Fund in which you first became eligible to have contributions made on your behalf to a local union pension fund.
- 2. Participating Fund.** A local pipe trades union fund which has signed the Reciprocal Agreement and covers employment within the jurisdiction of a pipe trades local union.

The ARIZONA PIPE TRADES PENSION PLAN is a "Participating Fund."

Many, but not all pension funds sponsored by Pipe Trades unions, are Participating Funds.

- 3. Temporary Employee or Traveler.** An Employee who is temporarily employed outside the jurisdiction of his Home Pension Fund, and within the jurisdiction of a Participating Fund.
- 4. Excess Contributions.** Contributions received from Participating Funds which are in excess of the contributions required to earn a full pension credit in the Arizona Pipe Trades Pension Fund in each Plan Year.

Application:

If you are a Local 469 member or your Home Pension Fund is the ARIZONA PIPE TRADES PENSION PLAN, the following rules apply to contributions received for your work outside of Arizona as a Temporary Employee or Traveler. The collective bargaining parties developed, and the Trustees of the Arizona Pipe Trades Pension Trust Fund ("Pension Fund") and the Arizona Pipe Trades Defined Contribution Trust Fund ("DC Fund") adopted, procedures for the allocation of incoming reciprocal contributions received from Participating Funds. Under those procedures, contributions received from other Participating Funds are first applied to the Pension Fund so that the participant may, wherever possible, earn a full 1.0 pension credit. The remaining sums, known as Excess Contributions, will be divided between the Pension Fund and the DC Fund under the formula created by the collective bargaining parties. As of July 1, 2015, about half of the Excess Contributions will be allocated to the Pension Fund and about half will be allocated to Employees' Individual Accounts in the DC Fund. Those percentages may change with future

collective bargaining agreements because they are based on the proportion of Pension and DC contributions to the overall contributions required under the Collective Bargaining Agreement.

The Excess Contributions retained in the Pension Fund may be used to earn increments of credit *for benefit accrual purposes*, up to 1.5 credits per year for Plan Years beginning on and after June 1, 2014. You should note, however, that under no circumstances will more than 1.0 Credit in a Plan Year be recognized for *pension eligibility purposes*.

If you are a Temporary Employee or Traveler working in Arizona, contributions received by the ARIZONA PIPE TRADES PENSION PLAN for your work performed in Arizona will be transferred to your Home Pension Fund if it is a Participating Fund.

On receiving these contributions, the Home Pension Fund credits the Employer contributions and hours received in accordance with the Home Pension Fund's plan provisions, and the applicable collective bargaining agreements. In addition, the following guidelines must be met:

Vesting Service: Each hour for which a contribution is received by the Home Pension Fund from a Participating Fund on an Employee's behalf will be credited as Vesting Service Credit by the Home Pension Fund on an hour-for-hour basis as required by ERISA (the federal law which governs private pension plans, such as this Plan). However, if the same hours are reported by more than one Participating Fund, the Home Pension Fund will only be required to credit the hours once. A year of Vesting Service will be whatever each Home Pension Fund decides, so long as the requirements of ERISA are met.

Benefit Accrual: Each hour for which a contribution is received by the Home Pension Fund from a Participating Fund on an Employee's behalf will be credited for benefit accrual purposes in accordance with the rules of the Home Pension Fund. Where benefit accrual is not based on hours, but rather on actual contributions, Employer Contributions so transferred shall be credited to the Employee's account as provided by the Home Pension Fund's plan provisions and the applicable collective bargaining agreements.

If the total contributions received from a Participating Fund together with any contributions received during the plan year for your work in Arizona are less than the amount required to earn a full 1.0 pension credit, the total reciprocal contributions will be applied to the Pension Fund and you will receive a fraction of a full 1.0 credit based on the total contributions received.

Excess Contributions and earnings on those contributions will be credited to Individual Accounts and transferred to the DC Plan. During the period beginning on January 1, 2016 and ending on February 28, 2018, this transfer and crediting will be done twice per year. During the period on and after March 1, 2018, this transfer and crediting will be done each calendar month. Individual statements will be provided to each Employee who has worked within the jurisdiction of Participating Funds twice per year. Those statements will show the reciprocal contributions received and the amount of contributions credited during the Plan Year and the year they were being credited.

For more information about Reciprocity, please refer to the Rules and Regulations (the Plan Document). If you would like to find out if a particular pipe trades local union's plan is party to the Reciprocal Agreement, please contact the Administrative Office.

ACCUMULATED SHARE

Your “Accumulated Share” is the total amount which is available to be distributed to you or your beneficiaries once the eligibility requirements have been met.

For Annuity Starting Dates on and after May 3, 2019, your “Accumulated Share” is the sum of the balance of your Individual Account and the balance, if any, of your Participant Rollover Account as of the Day immediately preceding your Annuity Starting Date.

EVENTS PERMITTING PAYMENT OF YOUR ACCUMULATED SHARE

Your Accumulated Share will be paid out only on account of one of the following reasons:

- (1) Retirement upon or after attaining age 55, or
- (2) Establishment of an Annuity Starting Date for a Service Pension from the Arizona Pipe Trades Pension Trust Fund; or
- (3) Total disability; or
- (4) Termination of active participation, which occurs when no contributions are made on your behalf for a period of thirty-six (36) consecutive months; or
- (5) Death.

Total disability means you are unable to work in any gainful employment. To prove total disability, you must submit competent medical evidence satisfactory to the Trustees. Also, if the evidence shows that the injury or disease is the result of a felonious assault, alcohol abuse, or the use of illegal narcotics, no disability benefits will be paid. The Trustees may accept a determination by the Social Security Administration that you are eligible for Social Security Disability benefits as proof of total disability.

Retirement means complete withdrawal from employment for wages or profit as a plumber or fitter in the mechanical, plumbing, heating or air conditioning industry.

HARDSHIP WITHDRAWALS

If you have had an Individual Account in the Trust for two (2) or more Plan Years, you may, with the written consent of your spouse, apply to receive a withdrawal of up to 25% of your Individual Account balance in the event of extraordinary hardship. Before a hardship withdrawal may be allowed, all other funding sources must be exhausted.

Distributions may be subject to income tax and possibly a 10% early withdrawal tax by the IRS. The Plan will deduct 20% of the distribution and forward it to the IRS as required by law.

The amount to be deducted from the Individual Account shall be the amount of the hardship distribution elected by the Participant, subject to the distribution limits.

The Trustees will have sole discretion in determining whether an employee has an immediate and heavy financial need based on all relevant facts and circumstances. The following are examples of applicable events for which distributions would be granted upon Trustee approval:

1. Non-reimbursable Medical Expenses of at least \$5,000.
2. The threatened loss of your principal place of residence due to imminent foreclosure or eviction for non-payment of rent. To establish an imminent threat of foreclosure, the Participant is required to provide documents from the lender confirming that he or she is at least three months behind in mortgage payments and that foreclosure is underway or that if payment is not made by a specific date, foreclosure proceedings will commence. An eviction will be considered "imminent" only if the employee receives notice that proceedings have begun to force his eviction.
3. Educational expenses to an accredited institution providing post-secondary education for tuition, fees, books and room and board for up to one semester. This provision applies to the participant, his spouse and dependents. The individual or his dependents must present evidence that he has enrolled in the institution as a full time student. He will provide invoices or receipts for the tuition, fees and book expenses and an estimate from the institution of the cost of room and board. Hardship withdrawals will be permitted up to twice per calendar year for each eligible student. In order to receive further withdrawals, the individual or his dependents must present evidence satisfactory to the trustees that he has successfully completed the course of studies for the previous semester.
4. The equivalent of one month's applicable self-payment to continue coverage under the Arizona Pipe Trades Health & Welfare Plan. The individual must demonstrate that he or she has no other available source of payment and he or she will lose coverage under the Plan without the hardship distribution. Subject to the other restrictions imposed by the Plan, a Participant receiving a hardship distribution for this purpose may apply for and receive subsequent distributions (with each such

distribution representing the equivalent of one month's applicable self-payment to continue coverage under the Arizona Pipe Trades Health & Welfare Plan) provided the Participant proves, to the satisfaction of the Trustees, his continued inability to pay self-payments from any other available source. Multiple hardship distributions within a given calendar year shall be permitted only to the extent that special circumstances, such as a long term disability, prevent the individual from gainful employment. The Trustees shall have the sole and absolute authority to determine whether or not such criteria are met.

5. Up to \$13,000 or 25% of the Participant's account balance, whichever is the lesser, for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents.

Effective March 1, 2008, you may receive more than one hardship distribution in a given calendar year, provided you meet all of the eligibility requirements for a hardship distribution. In no event, however, may the aggregate amount of any hardship distribution or distributions in any calendar year exceed 25% of the Individual Account balance as of the date on which the Participant applied for the initial hardship distribution in that calendar year.

If it is established to the satisfaction of the Trustees (1) that false or inaccurate documentation was furnished in support of a Participant's application for a hardship distribution, or (2) that a Participant receiving a hardship distribution failed to use the proceeds of such distribution for the purpose stated on the application for such distribution, then such Participant shall be ineligible for further hardship distributions for a period of five years, beginning with the date the application for such hardship distribution was filed.

If you would like an application or more information about hardship distributions, please contact the Administrative Office.

FORM OF PAYMENT OF YOUR ACCUMULATED SHARE

The Plan provides several methods of payment of a Participant's Accumulated Share. The form in which your benefits will be paid depends on how you became eligible for benefits, your marital status and what is required under federal law, and, in certain instances, how you choose to receive it.

30-Day Waiting Period for Payment

By law, participants and their spouses, if any, unless waived, have a 30-day notice and election period to decide the form in which they want monthly benefits to be payable. The automatic form for married retirees is a 50% Joint and Survivor Annuity, and, for unmarried retirees, it is a single life annuity.

Regardless of what form of benefit you choose, the Annuity Starting Date (the date as of which your benefits become effective) cannot occur – and neither may the actual distribution of your annuity commence – before this notice period ends unless you elect to waive the minimum 30-day notice and election period and your spouse, if any, consents to that waiver.

An election to waive the 30-day minimum waiting period will be granted as long as:

- (1) you are informed of the right to take at least 30 days to consider whether to waive the automatic form of payment and consent, if applicable to an alternate form of payment, and
- (2) distribution of benefits does not begin until you and your spouse, if any, have had at least a seven-day period in which to consider the form in which your benefits will be paid.

This change will allow you to have benefits begin as of the eighth day after you are provided with the written explanation of the forms of payment, although the processing of your application may delay issuance of your first benefit payment. This change is effective for retirements on or after January 1, 2000.

Automatic Form of Payment for Married Participants

If your Accumulated Share becomes payable, upon application, as a result of Retirement or Disability and you are married on the date your benefit payments are to begin, then upon application your benefits will automatically be paid in the form of a 50% Joint and Survivor Annuity, with your spouse named as surviving annuitant.

This means that the value of your Accumulated Share will be used to purchase a 50% Joint and Survivor Annuity from a legal reserve life insurance company, which will pay a fixed monthly benefit to you for your lifetime, and upon your death, 50% of that monthly amount will be paid to your spouse for your spouse's lifetime.

If you and your spouse do not want this form of payment, you may reject it and elect one of the optional forms of payment described on this page. Your rejection must be in writing, and contain the notarized signatures of you and your spouse.

Automatic Form of Payment for Unmarried Participants

If your Accumulated Share becomes payable, upon application, as a result of Retirement or Disability and you are not married on the date your benefit payments are to begin, then upon application your benefits will automatically be paid in the form of a life annuity.

This means the value of your Accumulated Share will be used to purchase a life annuity from a legal reserve life insurance company, which will pay a fixed monthly benefit to you for your lifetime. All payments will cease upon your death.

If you do not want this form of payment, you may reject it and elect one of the optional forms of payment described on this page. Your rejection must be in writing, and your signature must be notarized.

Deferral of Commencement of Benefits

Generally, if a Participant was born on or after July 1, 1949, a Participant's "Required Beginning Date" is April 1 of the calendar year following the calendar year in which the Participant reaches 72.

However, if a Participant who was born on or after July 1, 1949, is still working in covered employment as of the January 1 following the calendar year in which the Participant attained age 72, then the Participant may defer the commencement of benefits until April 1 of the year following the Participant's retirement. For this purpose, the Participant will be considered retired when the Participant has a calendar month in which the Participant does not work any hours in covered employment.

Optional Forms of Payment

If you have attained your Required Beginning Date, all payment forms must comply with minimum distribution requirements under the Internal Revenue Code and related Regulations. A Participant or an eligible surviving spouse may reject the automatic form of payment described above, and request to have the Accumulated Share paid in one of the following forms:

- (1) A lump-sum payment; or
- (2) A partial lump sum; or
- (3) Fixed monthly payments over a period of time not greater than twenty (20) years. For distributions that commenced with effective dates prior to May 1, 2003, the payout period cannot exceed ten (10) years.

If you elect to receive your benefit as a series of fixed monthly payments, you may, at any time, change your election and receive your remaining Accumulated Share as a lump sum. You may need to obtain spousal consent to make this change.

If the Participant is married on his or her Annuity Starting Date, then the Accumulated Share may be distributed in the form of a 75% Qualified Optional Joint and Survivor Annuity (QOSA) with the Participant's spouse as the survivor annuitant. If this form of payment is elected, the Trustees, using the entire amount of the Participant's Accumulated Share, shall purchase, from a legal reserve life insurance company, a single premium non-transferable contract in the form of a 75% joint and survivor annuity, and distribute, or cause to be distributed, such annuity to the Participant.

Automatic Lump Sum Payment

If the Accumulated Share payable to you, to your spouse, or to a beneficiary is less than \$5,000, then upon receipt of your completed application, the Trustees will automatically pay the Accumulated Share in a lump sum payment, and no other method of payment will be available.

Notice to Participants

With regard to any election of form of payment, each Participant and Spouse, if any, shall be provided, within a period of no more than 90 days prior to the Annuity Starting Date, and no less than 30 days prior to the Annuity Starting Date, and in a manner consistent with the Treasury regulations as they may be amended from time to time, written explanation of:

- (a) the terms and conditions of the qualified joint and survivor annuity and the available optional forms of payment, including the qualified 75% optional survivor annuity;
- (b) the Participant's right to make, and the effect of, an election to waive the qualified joint and survivor annuity;
- (c) the rights of the Participant's Spouse regarding her/his consent to such an election;
- (d) the right of the Participant to revoke such election during the 90-day election period that ends on the Annuity Starting Date, and the effect of such revocation;
- (e) the relative values of the various optional forms of benefit under the Plan; and
- (f) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of the investment options, if any, available under the Plan (including fees, if any) if the commencement of distributions is deferred.

DEATH BEFORE RETIREMENT

If your Accumulated Share becomes payable as a result of your death, and you have been married throughout the one year period ending on the date of your death, then upon application the automatic form of payment will be a life annuity for your surviving spouse.

This means that the value of your Accumulated Share will be used to purchase a life annuity from a legal reserve life insurance company which will pay a fixed monthly benefit to your spouse for life, with all payments ending on your spouse's death. If your surviving spouse does not want to receive this form of payment, he or she may reject it and elect an optional form of payment as outlined below.

If your Accumulated Share becomes payable as a result of your death, and you are unmarried or, if married, have not been married throughout the one year period ending on the date of your death, then upon application the automatic form of payment is a single lump sum payment to your designated beneficiary.

To ensure that your Accumulated Share is paid to the person you wish to receive it, be sure to file a beneficiary designation with the Administrative Office, and keep it up to date. If you do not designate a beneficiary, your Accumulated Share will be paid to your surviving next of kin in the following order of priority:

- (1) Your surviving spouse.
- (2) Your surviving children, in equal shares.
- (3) Your surviving parents, in equal shares.
- (4) Your surviving brothers and sisters, in equal shares.
- (5) Your estate.

If you have designated a former spouse as beneficiary prior to the dissolution of your marriage to that spouse, then that designation will be null and void after the dissolution is complete. In such cases, your Accumulated Share will be paid as if there were no beneficiary designated as above.

HOW TO SUBMIT A CLAIM FOR BENEFITS AND APPEAL A DECISION ON YOUR BENEFITS

Filing of Claims

Participants or beneficiaries who believe that they are eligible for benefits under the Defined Contribution Plan should contact the Administrative Office of the Fund and request the appropriate benefit application forms. The Administrative Office will mail the appropriate application forms to the Participant or beneficiary.

For purposes of these Procedures, a claim is filed (or “received”) when the signed benefit application form is received by the Administrative Office, even though additional information, including election forms, tax forms, retirement declarations, etcetera, may be required before an initial determination can be made on the application. The Participant or beneficiary, upon filing the claim, is considered a “claimant” or “applicant” as those terms may be used in these Procedures. The Administrative Office will specify what additional information, if any, is needed. Participants or beneficiaries wishing to present any other issue to the Fund for determination should put the issue in writing and submit it to the Administrative Office.

Authorized Representatives

The Regulations contemplate that a claimant may pursue benefit claims through authorized representatives. They also contemplate that a benefit plan may establish procedures for determining whether an individual has been authorized to act on a claimant’s behalf.

This Fund will recognize the following individuals as representatives for claims and claim review requests.

1. If the claimant is an adult participant or beneficiary, he or she may speak on his or her own behalf.
2. If the claimant is a parent (natural or adoptive), he or she may speak on behalf of a child – beneficiary.

All other purported representatives must supply evidence that they are authorized to speak on the claimant’s behalf. For the Fund to recognize such a representative, the representative must present to the Administrative Office a court order, a “Power of Attorney” or a similar document expressing the representative capacity.

Claim Determination Consistency

Like claims should receive like treatment. The Administrative Office of the Fund will take steps to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that these plan provisions have been applied consistently with respect to a claimant and other similarly situated claimants.

To ensure that all claims and appeals for disability benefits are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision,

decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) will not be made based upon the likelihood that the individual will support the denial of benefits.

Section 1. Non-Disability Benefit Claims and Disability Benefit Claims that are based on a Social Security Award

Initial Determination – Notice

Benefit claims/issues are required to be initially determined by the Fund, and notice of any decision given to the Participant or beneficiary, within a reasonable period of time, no later than 90 days after receipt of the claim. This period may be extended one time by the Fund for up to 90 days, provided that the Fund both: (1) determines that special circumstances require the extension; and (2) notifies the Participant or beneficiary, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Fund expects to make the determination.

If the special circumstance requiring the extension of time under this provision is the failure of the Participant or beneficiary to supply information needed to perfect the claim, and such information is not received by the Administrative Office within the 180-day time period specified by this provision, the claim will be denied, and a new application must be filed with the Administrative Office under the Filing paragraph of these rules.

Form of Notice of Initial Determination

If an adverse determination is made by the Fund with respect to a claim/issue, or if benefits to a Participant or beneficiary are suspended under the Plan rules, the Fund is required to provide written notification to the Participant or beneficiary setting forth, in a manner calculated to be understood by the Participant or beneficiary:

1. The specific reason(s) for the determination;
2. Reference to the specific Plan provision(s) on which the determination is based;
3. A description of any additional material or information necessary to perfect the claim and an explanation of why the additional material or information is necessary; and
4. A description of the Fund's review procedures and the time limits applicable to such procedures, including a statement of the Participant or beneficiary's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.

In cases involving disability claims, where an adverse benefit determination is based upon a specific rule, guideline, protocol or other similar criterion, the Administrative Office will include such policy or guidance or notify the claimant that the rule or guidance will be provided free of charge to the claimant.

If an adverse benefit determination is based upon a medical judgment, the notice must either provide an explanation of the scientific or clinical basis for the determination or include a statement that the explanation will be provided free of charge to the claimant.

Time Frame to Request Review

A Participant or beneficiary has 60 days following receipt of notification of an adverse determination to file a request for review. In the case of a disability claim, a claimant has 180 days following receipt of an adverse benefit determination in which to file a request for review. Any request for review received by the Fund after this time frame is untimely and subject to denial on review on that basis alone.

Request for Review

A Participant or beneficiary may request review of an adverse determination by filing a written request for review with the Board of Trustees in care of the Administrative Office.

Full and Fair Review

A Participant or beneficiary will be given the opportunity to submit written comments, documents, records, and other information relating to the claim. The Fund will provide a Participant or beneficiary, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim. The review of the claim will take into account all comments, documents, records and other information submitted by the Participant or beneficiary relating to the claim, without regard to whether such information was submitted or considered in the initial determination.

Determination on Review - Notice

A determination on review of a claim issue is required to be made by the Board of Trustees no later than the date of the meeting of the Board of Trustees that immediately follows receipt of the request for review, unless the request for review was filed within 30 days preceding the date of such meeting. In such a case, a benefit determination on review may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination on review shall be rendered not later than the third meeting of the Board of Trustees following the receipt of the request for review. If special circumstances require such an extension, the Fund will notify the Participant or beneficiary in writing of the extension, describing the special circumstances and the date on which the benefit determination on review will be made. If an extension is due to the Participant or beneficiary's failure to submit information necessary to decide the claim, the period for making the determination on review will be tolled from the date on which the notification of extension is sent to the Participant or beneficiary until the date on which the Participant or beneficiary responds to the request for additional information. Notice of the benefit determination on review will be given not later than 5 days after such a determination is made.

Form of Notice of Determination on Review

The Fund will provide a Participant or beneficiary with written notification of the determination on review. If the determination is adverse, the Fund is required to provide written notice to the Participant or beneficiary setting forth, in a manner calculated to be understood by the Participant or beneficiary:

1. The specific reason(s) for the determination;
2. Reference to the specific Plan provision(s) on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information related to the claim; and
4. A statement of the Participant or beneficiary's right to sue under Section 502(a) of ERISA (after exhausting the available remedies under the Plan).

Section 2. Disability Benefit Claims Based Solely on Medical Evidence (No Social Security Award)

Initial Determination—Notice

Disability Benefit Claims based only on medical evidence are required to be initially determined by the Fund, and notice of the determination given to a claimant within a reasonable period of time appropriate to the circumstances, but not later than 45 days after the receipt of the claim. This period may be extended two times by the Fund for up to 30 days each time, provided that the Fund decision-maker both: (1) determines that such an extension is necessary due to matters outside the control of the Fund; and (2) notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Fund expects to make the determination. Any notice of extension shall explain the standard on which the entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and any additional information needed to resolve those issues.

If the special circumstance requiring the extension of time under this provision is the claimant's failure to supply information needed to perfect the claim, the notice of extension is required to describe the missing information, and the claimant will have at least 45 days from receipt of the notice to provide the information. The time periods for making determinations under this provision are tolled from the date the claimant is notified of missing information until the date the claimant responds to the notice.

Form of Notice of Initial Determination

If an adverse determination is made by the Fund with respect to a disability benefit claim based on medical evidence, the Fund is required to provide written notification to the claimant setting forth, in a manner suited to the claimant's understanding:

1. The specific reason(s) for the determination;
2. Reference to the specific plan provision(s) on which the determination is based;

3. A description of any additional material or information necessary to perfect the claim and any explanation of why the additional material or information is necessary; and
4. A description of the Fund's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.
5. If the determination was based on an internal rule, guideline, protocol or similar criterion, notification that the rule, guideline, protocol or similar criterion will be provided to the claimant free of charge upon request.

Notification of Denial of Disability Benefits for Claims Filed on and after April 1, 2018

In addition to the required information described in items 1 through 5 above, the written notification of the benefit denial of a disability benefit will set forth, in a manner calculated to be understood by the applicant, the following:

- (1) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - (a) The views, as presented by the applicant to the Plan, of health care professionals treating the applicant and vocational professionals who evaluated the applicant;
 - (b) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an applicant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (c) A disability determination regarding the applicant presented by the applicant to the Plan made by the Social Security Administration;
- (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the applicant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- (3) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- (4) A statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the applicant's claim for benefits.
- (5) The notification shall be provided in a culturally and linguistically appropriate manner in accordance with the requirements described in DOL Reg. §2560.503-1(o).

(6) For purposes of this Section “Notification of Denial of Disability Benefits for Claims Filed on and after April 1, 2018” and the last two paragraphs of the Section “Formal Review,” below, the term “adverse benefit determination” shall mean a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit provided under the Plan, and shall also mean any rescission of disability coverage with respect to a participant or beneficiary (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). For this purpose, the term “rescission” means a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

Time Frame to Request an Appeal

A claimant has 180 days following receipt of notification of an adverse benefit determination on a disability benefits claim based on medical evidence to file a request for an appeal. Any request for review received by the Fund after this time frame is untimely and is subject to denial on review on that basis alone.

Request for Formal Review (Appeal)

A claimant may request review an appeal of an adverse determination on a disability benefit claim based on medical evidence by filing a written review request with the Board of Trustees at the Fund Office.

Formal Review

A claimant will be given the opportunity to submit written comments, documents, records and other information relating to the claim. The Fund will provide to claimants, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim. The named fiduciary’s review of the claim will take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Any expert whose advice was obtained in connection with the initial determination will be identified, whether or not such advice was used in making the determination.

The appeal process will not afford deference to the initial determination. The named fiduciary conducting the appeal will not be the same individual who made the initial determination nor the subordinate of such individual. The named fiduciary conducting the review will consult with a health care professional who has appropriate training and expertise with respect to any review involving a medical judgment, and such health care professional will not be an individual who was consulted with respect to the initial determination nor the subordinate of such individual.

For disability claims filed on and after April 1, 2018, before the Board of Trustees can issue an adverse benefit determination on an appeal of a disability benefit claim, the Board of Trustees shall provide the petitioner, free of charge, any new or additional evidence considered, relied upon, or generated by the Board of Trustees, or other person making the benefit determination (or

at the direction of the Board of Trustees, or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the petitioner a reasonable opportunity to respond prior to that date.

For disability claims filed on and after April 1, 2018, before the Board of Trustees can issue an adverse benefit determination on an appeal of a disability benefit claim, based on a new or additional rationale, the Board of Trustees shall provide the petitioner, free of charge, with the rationale. Such rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the petitioner a reasonable opportunity to respond prior to that date.

Review of Appeal and Notice

A determination on formal review of a disability benefits claim based on medical evidence is required to be made by the Board of Trustees no later than the date of the meeting of the Board of Trustees that immediately follows receipt of the request for review, unless the request for review was filed within 30 days preceding the date of such meeting. In such a case, a benefit determination may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Board of Trustees following the receipt of the request for formal review. If special circumstances require such an extension, the Fund will notify the claimant in writing of the extension, describing the special circumstances and the date on which the benefit, determination will be made. If an extension is due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination on review will be tolled from the date on which the notice of extension is sent to the claimant until the date on which the claimant responds to the request for additional information. Notice of the benefit determination on formal review will be given not later than 5 days after such a determination is made.

Form of Notice of Determination on Review

The Fund will provide the claimant with written notification of the determination on review. If the determination is adverse, the Fund is required to provide written notice to the claimant setting forth, in a manner calculated for the claimant's understanding:

1. The specific reason(s) for the determination;
2. Reference to the specific plan provision(s) on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information related to the claim;

4. If the determination was based on an internal rule, guideline, protocol or similar criterion, notification that the rule, guideline, protocol or similar criterion will be provided to the claimant free of charge upon request;
5. A statement of the claimant's right to sue under Section 502(a) of ERISA.

Notification of Denial of Disability Benefits for Claims Filed on and after April 1, 2018

In addition to the information described above in this Section "Form of Notice of on Determination on Review", above, the written notification of the benefit denial of a disability benefit will set forth, in a manner calculated to be understood by the applicant, the following:

- (1) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - (a) The views, as presented by the applicant to the Plan, of health care professionals treating the applicant and vocational professionals who evaluated the applicant;
 - (b) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an applicant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (c) A disability determination regarding the applicant presented by the applicant to the Plan made by the Social Security Administration;
- (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the applicant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- (3) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
- (4) A statement of the right of the applicant to bring action under ERISA §502(a) and shall include a statement that no legal action may be commenced or maintained against the Annuity Fund and/or the Board of Trustees more than two (2) years after the claim has been denied; and
- (5) The notification shall be provided in a culturally and linguistically appropriate manner in accordance with the requirements described in DOL Reg. §2560.503-1(o).

Generally, if the Plan fails to establish or follow claims procedures consistent with the requirements of these procedures, a claimant will be deemed to have exhausted the administrative

remedies available under the Plan and shall be entitled to pursue any available remedies under ERISA §502(a).

In addition, if the Plan fails to strictly adhere to all the requirements of these procedures with respect to disability benefit claims, the claimant is deemed to have exhausted the administrative remedies available under the Plan (unless the violations are “de minimis” in accordance with DOL Reg. §2560.503-1(1)(2)(ii)). Accordingly, the claimant is entitled to pursue any available remedies under ERISA §502(a). If a claimant chooses to pursue remedies under ERISA §502, in these circumstances the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

The procedures described on pages 20 through 28 *must* be followed by any person, including survivors, who are appealing a decision by the Board of Trustees.

SOCIAL SECURITY BENEFITS

Benefits payable under this Plan are not affected by benefits to which you may be entitled from Social Security.

DOMESTIC RELATIONS ORDERS/DIVORCE DECREES

The Retirement Equity Act of 1984 provides that the Plan must recognize any Qualified Domestic Relations Order (QDRO) and make payments as directed by the Order to any spouse, former spouse, child, or other dependent (called an “alternate payee”) of a Plan Participant specified by the Order. A QDRO is a state domestic relations order such as a divorce decree which creates or recognizes an alternate payee’s right to receive all or a portion of the benefits payable to a participant under the Plan. Any lawful judgement, decree, order, or property settlement agreement which has been entered into may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a spouse, former spouse, child or other dependent of a Plan Participant and is made pursuant to state domestic relations law.

The Trustees cannot recognize or honor a domestic relations order, such as a divorce decree, which attempts to divide a pension, unless the order or decree contains certain information and otherwise complies with federal law. **If you are contemplating a divorce or are a party to any other domestic relations action which may involve the Trust Fund, you should contact the Administrative Office for additional information before any such domestic relations order or decree is signed by the judge.**

The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Fund. A copy of these procedures is available without charge from the Administrative Office.

APPLICATION FOR BENEFITS BY BENEFICIARIES

If you die before or after retirement, your surviving spouse or other beneficiary must file an application with the Administrative Office for death benefits and/or retirement benefits which may be due them.

To make it possible for payments to begin with minimum delay, the spouse or beneficiary, or their representative, should contact the Administrative Office as soon as possible after an Employee’s or Pensioner’s death about any benefits due and required procedures. The Administrative Office will supply the forms and information needed.

SOME QUESTIONS AND ANSWERS

Who Administers the Plan?

The Defined Contribution Plan is administered by a Board of Trustees made up equally of representatives of the Union and of the Employers. The actions of the Board of Trustees are

ruled by the Agreement and Declaration of Trust. This provides that all money paid into the Trust Fund can be used only for the purpose of providing benefits in accordance with the Plan Document for Employees and beneficiaries, and paying expenses incurred in the operation of the Trust Fund. The Board of Trustees has contracted with BeneSys, Inc. (known as the "Administrative Office") to handle day-to-day administration of the plan including processing applications, claims, and requests for information. The Board of Trustees has contracted with John Hancock Retirement Plan Services to serve as the Recordkeeper. It tracks the flow of money and investment income, values your account balance on a daily basis and offers educational material on available investment options.

Who is Covered by the Plan?

The Plan covers only Employees of contributing Employers. Work done by any owner-operator, partner, independent contractor or self-employed person is not covered by the Plan.

Can an Employee or Beneficiary Appeal if Benefits are Denied?

Yes. Any Employee or beneficiary who is denied a benefit or disagrees with the type or amount of benefits allowed has the right to appeal to the Board of Trustees. This must be done within 60 days (180 days for Disability claims) of the date of the letter notifying the Employee or beneficiary of the Board's decision. The Plan's Claims and Appeals Procedures are shown on pages 20 through 28 of this booklet. Also see Article VII, Section 4 of the Plan.

Are Plan Documents Available to Employees?

Yes. Copies of the Plan, summary description and a summary of the annual report are available for inspection at the Administrative Office during regular business hours. On written request, copies will be supplied by mail. Copies of the Trust Agreement and the full annual report also are available for inspection at the Administrative Office. These documents, too, can be supplied by mail on written request but a reasonable fee will be charged. It is advisable to find out what the charge will be before sending your request.

Must an Employee Retire When He Reaches Age 65?

No. Retirement under this Plan is voluntary. However, the distribution of your Accumulated Share must begin no later than April 1 of the year immediately following the calendar year in which you attain age 70½ or you retire from covered employment, whichever is later.

May Pension Benefits be Assigned?

No. This is prohibited by the Plan. However, the Plan is required by law to pay benefits in accordance with a Qualified Domestic Relations Order.

Do the Benefits Provided Under This Plan Affect Social Security Benefits?

No. The benefits under this Plan are in addition to benefits paid under Social Security.

Do I Have to Pay Tax on the Money in my Individual Account?

The money in your Individual Account is not considered taxable income until you actually receive it. When you do receive the money in your Individual Account, it must be reported as taxable income. In some cases, it will be taxed as ordinary income, depending on the way you choose to take payment.

You should contact your tax advisor with any questions about the tax treatment of your distribution from this Plan.

If benefits from the Defined Contribution Plan are paid as a lump sum or in installment payments over less than ten (10) years, federal law requires 20% withholding for federal income tax on those payments, unless you elect to rollover payment to another tax-qualified pension plan or an Individual Retirement Account (IRA).

When your Individual Account becomes payable, you will be advised of the taxability of your distribution and any choices you may have regarding the taxes. In order to determine the best form of payment of your Individual Account and the tax consequences of any payments you receive, you should discuss your particular circumstances with a competent tax advisor. Neither the Board of Trustees nor the Administrative Office may give tax advice.

The material in the summary sections of this booklet was prepared to explain your rights and benefits and other important features of the Defined Contribution Plan. To keep this summary as clear as possible, some of the precise detail of the rules of the Plan has been summarized.

Every effort has been made to assure the accuracy of the summary, but we emphasize that nothing in the summary is intended to change in any way the rules of the Plan. In the event any question arises, your rights will be determined according to the Plan Document.

Only the full Board of Trustees is authorized to amend or to interpret the Plan, or to interpret this summary description of the Plan. Neither the Union nor any Employer nor any of their representatives are authorized to interpret the Plan or to act as an agent of the Board of Trustees.

Except as otherwise specified herein, the Trustees shall have sole and exclusive discretionary authority and responsibility for administering, construing, and interpreting the provisions of the Plan, determining eligibility for benefits, and making all determinations, including factual determinations, hereunder.

If you have any questions about the Plan, contact the Administrative Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under them. The staff is available to help you with any question. Information from other sources is not official and may not be correct.

Please address your questions to:

Arizona Pipe Trades Defined Contribution Plan
BeneSys, Inc.
3109 N. 24th Street, Suite 105
Phoenix, AZ 85016
Member services: 877-429-7473
BeneSys AZ: 602-956-1950

CHECKLIST: THINGS FOR YOU TO DO

1. Let us know where you are.

Keep the Administrative Office informed of any change in your mailing address to make sure you receive all of our communications. Our address and telephone:

BeneSys, Inc.
3109 N. 24th Street, Suite 105
Phoenix, AZ 85016
Member services: 877-429-7473
BeneSys AZ: 602-956-1950

John Hancock Retirement Plan Services
200 Berkeley Street
Boston, MA 02116
833-388-6466

2. If your marital status changes.

Inform the Administrative Office. Your marital status affects the type of benefits you and your beneficiaries are entitled to receive.

3. If you are thinking about retirement.

Well before actually retiring, begin by reviewing the educational material offered by the Recordkeeper on its website to calculate your financial needs in retirement.

When ready to retire, get the information you need and file your application in plenty of time. You will need copies of certain documents such as birth certificates, marriage certificate, etc. The Administrative Office can tell you what you will need to file.

4. Keep your records.

The accuracy and completeness of the records of your work in Covered Employment can be important in determining your eligibility for benefits under the Plan. You can protect yourself against possible future difficulty by checking the work records you receive. Try to keep pay vouchers, payroll check stubs, and other evidence of your employment until you are sure you have been credited for that work.

5. Designate a Beneficiary.

For the protection of the person or persons you want to receive the Plan's death benefits, be sure that you have made your designated beneficiary known to the Administrative

Office. If your beneficiary should die before you, or if you want to change your choice for any other reason, you should promptly inform the Administrative Office.

The Plan will make a distribution based on your designation on file with the Plan. If you have not made a designation, distribution upon your death will be made pursuant to the Plan's Rules. Any designation that you may have made in a will or trust document, or made with respect to benefits you may have with related benefit plans of the Union will not be considered.

6. **Any questions? Ask the Administrative Office.**

You should contact the Administrative Office about any question you have on the Plan, your rights and benefits under it, or about any disagreement or doubts you may have concerning your records.

ERISA STATUTORY DATA

The following information, some of which appears elsewhere in this booklet, is specifically required by Section 102(b) of the Employee Retirement Income Security Act of 1974 (ERISA).

1. The name, type of Plan, and type of administration of the Plan.

Arizona Pipe Trades Defined Contribution Plan.

The Plan is a qualified multiemployer profit sharing defined contribution plan and 401(k) plan.

The Plan is a collectively-bargained, joint-trusteed, labor-management trust.

2. Internal Revenue Service Plan Identification Number and Plan Number.

The Internal Revenue Service has issued a favorable determination regarding the Plan's tax-qualified status.

The Employer Identification (EIN) issued to the Board of Trustees is 86-0434707. The Plan Number is 001.

3. Name and address of the person designated for service of legal process.

Gerald Barrett, Esq.
Ward, Keenan & Barrett, P.C.
3838 N. Central Avenue, Suite 1720
Phoenix, Arizona 85012

Keith F. Overholt, Esq.
Kerry Hodges, Esq.
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554

Legal process may also be served on a plan trustee or the plan administrator.

4. Name and address of the Administrator.

The Board of Trustees is the administrator and the plan sponsor as those terms are defined by ERISA §3(16).

The Trustees have engaged the following third party administrator to perform the routine administrative functions of the Plan:

BeneSys, Inc.
3109 N. 24th Street, Suite 105
Phoenix, AZ 85016

Member services: 877-429-7473
BeneSys AZ: 602-956-1950

John Hancock Retirement Plan Services
200 Berkeley Street
Boston, MA 02116
833-388-6466

The mailing address of the Board of Trustees is the same as that of the third-party administrator.

5. Names, titles and business addresses of the Board of Trustees:

Management Trustees

Ron Hudson
Hudson Services, Inc.
22014 N. 86th Ave
Peoria, AZ 85383

Matt DeWitt
W.D. Manor Mechanical
Contractors Inc.
1838 North 23rd Avenue
Phoenix, AZ 85009

Nick Ganem
Bel-Aire Mechanical, Inc.
4201 N. 47th Avenue
Phoenix, Arizona 85031

Mark Henderson
JB Henderson Construction
3165 S. Alma School 29-186
Chandler, AZ 85248

Labor Trustees

Aaron Butler
United Association Local 469
3109 North 24th Street
Phoenix, AZ 85016

Mark Gallego
United Association Local 469
3109 North 24th Street
Phoenix, AZ 85016

Teddy Isais
United Association Local 469
3109 North 24th Street
Phoenix, AZ 85016

Rick Hudson
United Association Local 469
3109 North 24th Street
Phoenix, Arizona 85016

6. Collective Bargaining Agreement Information.

Contributions to the Plan are made by signatory Employers on behalf of each Participant in accordance with their respective Collective Bargaining Agreements.

Upon written request to the Plan Administrator, Participants and beneficiaries may obtain a copy of the Collective Bargaining Agreement and a complete list of employers and employee organizations sponsoring the Plan. These documents are also available for examination by Participants and beneficiaries as required by Labor Regulations §§ 2520.104b-1 and 2520.104b-30.

7. Source of Contributions.

All contributions to the Defined Contribution Plan are made by Employers in accordance with the Collective Bargaining Agreements, and in accordance with wage reduction agreements under the 401(k) feature of the Plan. Participant Rollover Accounts, if any, are sourced from eligible rollover distributions under the terms permitted by the Plan. Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Trust Agreement.

You may also obtain from the Board of Trustees, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.

8. Fiscal Year.

The period used is June 1 of any year through May 31 of the following year.

9. The Plan's Requirements with Respect to Eligibility for Participation and Benefits.

The eligibility requirements for participation and benefits under the Plan are set forth in pages 37 through 38 of this summary and in Articles II, III, III-A, IV, V, VI and VII of the Plan Document.

10. Description of circumstances which may result in disqualification, ineligibility, denial or loss of benefits.

- a. An Employee is not eligible to receive payment of his Accumulated Share until he files an application and supplies reasonably required information or proof. Refer to Article VII, Section 1 of the Plan.
- b. If a former Employee has ceased participation in the Plan and fails to apply for distribution of the Accumulated Share, and/ or cannot be located by the Fund for six years, then the former Employee's Accumulated Share will be forfeited and offset against administrative expenses of the Plan. If the former Employee is located after that forfeiture, the Accumulated Share will be payable in an amount equal to the Accumulated Share at the time of the forfeiture. For accounts that were not in forfeiture status as of January 1, 2005, the forfeiture provisions of this Plan will only apply if the Accumulated share is less than \$5,000.00 at the time the forfeiture would occur. However, no new forfeitures will take place on and after May 3, 2019. Any Accumulated Share previously forfeited under this Section will be restored only as described above.

- c. The maximum annual addition to individual account balances under the Plan is limited by Section 415 of the Internal Revenue Code. That section generally limits annual additions to a defined contribution plan to the lesser of (a) a flat dollar amount, or (b) 100% of an employee's compensation for the period being measured. For 2021, the flat dollar amount is \$58,000.
- d. Benefits under this Plan are not insured under Title IV of ERISA. This is a profit sharing plan, a type of plan not insured by the Pension Benefit Guaranty Corporation (PBGC).
- e. Participation in this Plan, and the vesting of benefits in this Plan, do not constitute a guarantee of employment with any Employer maintaining this Plan.

11. Remedies available under the Plan for the redress of claims which are denied in whole or in part, including provisions required by Section 503 of Employee Retirement Income Security Act.

The procedures for filing a claim for benefits under the Plan are described on pages 20 through 28.

If a person wishes to appeal a denial of a benefit in whole or in part, he or she should file a request for a review within 60 days (180 days for Disability claims) after receiving the denial. The procedures for filing an appeal for any decision of the Trustees regarding benefits and eligibility under the Plan are described on pages 20 through 28.

12. Description of Provisions for Nonforfeitable Benefits.

A Participant is immediately 100% vested in his Individual Account.

13. Description of Joint and Survivor Benefits.

The provisions of the 50% Joint and Survivor Annuity and the 75% Qualified Optional Survivor Annuity (QOSA), each of which provides a life-time benefit for a surviving spouse, are set forth in Article VI, Section 6 of the Plan. Also see pages 16 & 18 of this summary.

14. Normal Retirement Age.

The Normal Retirement Age is age 65.

15. The identity of any organization used for the accumulation of assets through which benefits are provided.

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to Participants and defraying reasonable covered administrative expenses.

The Fund's assets and reserves are held in custody by John Hancock Retirement Plan Services. John Hancock Retirement Plan Retirement Services manages the investment options available for Participant-directed investment.

Verus Advisory Inc. serves as the Plan's Outsourced Chief Investment Officer and provides discretionary investment management services with respect to the Plan's assets.

16. Multiemployer pension plan information made available on request. Except as provided below, the administrator of a multiemployer pension plan shall, not later than 30 days after receipt of a written request for a report(s) described below, from a participant, beneficiary, employee representative or contributing employer, furnish the requested document or documents to the requester.

The plan administrator may impose a reasonable charge to cover the costs of furnishing documents, but in no event may such charge exceed the lesser of the actual cost to the plan for the least expensive means of acceptable reproduction of the document(s) or 25 cents per page; plus the cost of mailing or delivery of the document.

Documents to be furnished. A plan participant, beneficiary, employee representative or contributing employer shall be entitled to request and receive a copy of any (a) periodic actuarial report; or (b) quarterly, semi-annual, or annual financial report.

Restrictions and limitations apply to multiple requests within a 12-month period; requests for materials that have been in the plan's possession for 6 years or more; and materials that have not been in the plan's possession for at least 30 days.

You may examine periodic actuarial reports or quarterly, semi-annual, or annual financial reports, as well as the following documents at the Administrative Office during regular business hours, Monday through Friday, except holidays:

- a. Trust Agreement and Plan Document
- b. Collective Bargaining Agreements
- c. Insurance contracts, if any
- d. Form 5500 (Annual Return/Report) filed with the Internal Revenue Service and Department of Labor
- e. A list of contributing Employers

You may also obtain copies of the documents by writing for them and paying the reasonable cost of duplication. You should find out what the charges will be before requesting copies. If you prefer, you can arrange to examine these reports, during business hours, at your union office. To make such arrangements, call or write the Administrative Office. A summary of the annual report

which gives details of the financial information about the Fund's operation is furnished annually to all participants free of charge.

17. Plan Termination Provisions.

The Board of Trustees intend that this plan continue indefinitely. However, they reserve the right, subject to the provisions of the Trust Agreement and collective bargaining agreements, to terminate the Plan. If the Plan is terminated, you will be notified as soon as possible.

In the event that the Trustees terminate the Plan, the assets remaining in the fund after providing for administrative expenses, shall be allocated among the participants in accordance with the provisions of the Defined Contribution Plan, except that all Individual Accounts shall, to the extent funded, become nonforfeitable. No part of the assets will be returned to any Employer.

18. Statement of ERISA Rights

As a Participant in the Arizona Pipe Trades Defined Contribution Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits.

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, 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.

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.

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.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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. 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, listed in your telephone directory 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.