Plumbers and Pipefitters Local No. 172

Voluntary 401(k) Plan

Summary Plan Description

2017 Edition

A Message from the Board of Trustees

We are pleased to provide you with this new updated booklet describing your benefits under the Plumbers and Pipefitters Local No. 172 Voluntary 401(k) Plan. This booklet replaces any prior explanation booklets, but it does not replace or supersede the Plan Document.

We are providing this summary so that you and your family can better understand the important benefits that are provided. However, this booklet is not a substitute for the official Plan Document, which will govern if there are any differences with this summary.

This summary covers changes to the Plan as of January 1, 2017. If you would like a copy of the official Plan Document or if you have any questions about the Plan in general, please contact the Fund Administrative Manager at (219) 769-6944.

IMPORTANT REMINDER

Tell your family, particularly your Spouse, about this booklet and where it is located. Please notify the Fund Administrative Manager promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefit payments will be held without interest. Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer, the Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. If you need any information regarding this Plan, you should contact the Fund Administrative Manager.

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SECTION 1: PLAN HISTORY, PARTICIPATION AND VESTING

1.01 Plan History.

This Plan was established effective April 1, 1995 as a defined contribution plan to provide financial benefits to eligible Employees upon retirement and to their dependents and beneficiaries in the event of death or disability.

1.02 Participation Based On Elective Deferrals.

An Employee who is engaged in Covered Employment shall become a Participant in the Plan on the date Contributions are made on his behalf.

1.03 Participation Based On Reciprocal and/or Employer Contributions.

An Employee becomes a Participant in the Plan on the date the Plan receives Reciprocal Contributions or Employer Contributions made pursuant to a national collective bargaining agreement.

1.04 Vesting.

You are always 100% vested in amounts contributed to the Plan.

SECTION 2: DESIGNATING A BENEFICIARY

2.01 Beneficiary.

In the event of your death, your Account is distributed to your designated Beneficiary. It is important that you designate a Beneficiary so that your Account is distributed according to your directions. You will want to review your designation periodically to take into account changes in your circumstances and you may change your Beneficiary whenever you wish by submitting a new form. At a minimum, you should review your Beneficiary designation if you get married, divorced, have children, or if your Beneficiary dies. However, if you are married and want to name a Beneficiary other than your Spouse, you must obtain your Spouse's written consent, witnessed by a notary public.

To designate your Beneficiary, you must complete a form available through the Fund Administrative Manager's office. You may name more than one Beneficiary and indicate the percentage of your Account you want each Beneficiary to receive. If you do not specify the percentage for each Beneficiary, then your Beneficiaries will share the account equally. If one of your Beneficiaries dies before you, the Account will be split equally among your remaining living Beneficiaries. You can change your Beneficiary at any time by submitting a new form. Beneficiary designations are effective upon receipt by the Fund.

If there is no surviving Spouse and you have not made an effective Beneficiary designation, then your surviving children, both natural and adopted, shall be deemed to be equal Beneficiaries. If you do not have any surviving children, your estate will be the Beneficiary. For purposes of determining the existence of a designated Beneficiary, please be aware the designation of a Spouse is void upon divorce, unless you re-designate such person as the beneficiary subsequent to the date of the divorce.

SECTION 3: CONTRIBUTIONS

3.01 Elective Deferrals.

You may contribute pre-tax dollars called Elective Deferrals to the Plan pursuant to a written Compensation reduction agreement. How much you contribute to your Account is entirely your decision. If you want to change the amount you contribute, complete a new Compensation reduction agreement and submit it to the Fund Administrative Manager.

A. Annual Elective Deferral Limitations

Your total Elective Deferrals in any taxable year may not exceed a dollar limit set by law. Elective Deferrals are limited to $18,000 for 2017 (which may be increased in future years). The $18,000 dollar limit also includes amounts you defer pursuant to any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions and other 401(k) plans).

In addition, your Elective Deferrals are subject to a non-discrimination test that compares the rate of contributions made by highly compensated Employees (Employees who earn more than $120,000 in 2017) to the rate of contributions made by all other Employees. If the difference between the rates is too great, the Fund will reduce annual contributions made by highly compensated Employees. The excess contributions will be distributed to the highly compensated Employees by the end of the year following the year in which the excess contributions were deferred.

B. Excessive Deferral Amount

If your Elective Deferrals for any taxable year exceed the limit set by law, all excess Elective Deferrals become your Excessive Deferral Amount. Your Excessive Deferral Amount will be distributed to you in a one-time lump sum payment by April 15th following the taxable year that your Elective Deferrals exceeded the limit set by law. Amounts distributed to you from your Excessive Deferral Amount are includable in income in the year deferred.

C. Catch-Up Contributions

If you are age 50 or older by the end of the taxable year, then you may elect to defer additional amounts (catch-up contributions) to the Plan. These additional amounts may be deferred regardless of any other limitations on the amount you can contribute to your Account.

The maximum catch-up contribution is set by law. In 2017, the maximum is $6,000.

3.02 Employer Contributions.

Employer Contributions are contributions made by Employers to the Plan if and when they are required under the terms of any applicable Collective Bargaining Agreement between an Employer and the Union. Each Employer shall make all agreed-to contributions to the Plan without regard to the current or accumulated earnings and profits for the taxable year or years within such Plan Year.

3.03 Reciprocal Contributions.

The Fund accepts Reciprocal Contributions. If you are working as a traveling employee for a foreign Employer pursuant to a reciprocal agreement, your foreign employer will make contributions on your behalf and those contributions will be reciprocated to this Fund.

3.04 Rollover Contributions.

At the discretion of the Trustees, the Fund may accept rollover distributions from qualified retirement plans, 403(b) custodial accounts, tax-sheltered annuities, 457(b) governmental plans, employee after-tax contributions from qualified plans, and eligible rollover amounts from IRAs as described in Section 408(a) and 408(b) of the Internal Revenue Code.

The amount you rollover is subject to the Plan's investment options and distribution rules.

3.05 Credit for Qualified Military Service.

You may be entitled to make up Elective Deferrals if you qualify under the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) and you are a Participant under this Plan prior to leaving to serve in the military. The make-up Elective Deferrals must be made during a time period starting with the date of re-employment and continuing for up to three times the length of your period of qualified military service, not to exceed five years. The maximum amount of your Elective Deferrals is the amount you would have been permitted to contribute during your qualified military service and are in addition to the amounts that otherwise are permitted during your period of re-employment.

SECTION 4: RECORD KEEPER AND INVESTMENT OPTIONS

The Trustees intend to operate this Plan under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Under these regulations, the Trustees are relieved of fiduciary liability for any losses which result from your exercise of control over your Account.

4.01 Record Keeper, Obtaining Information Regarding Your Investments and Educational Enrollment Meetings.

A. Record Keeper

As of the printing of this booklet, the Plan's Record Keeper is Stewart C. Miller & Co., Inc. To make a change to your Account, request additional information, or receive investment education and other related services you should contact Stewart C. Miller & Co., Inc. at 1-800-759-6944 or visit their website at https://www.retirementaccountlogin.net/scmiller.

B. Obtaining Information Regarding Your Investments

To obtain information regarding your investments and the investment options available to you under the Plan, you should call 1-800-759-6944 or visit https://www.retirementaccountlogin.net/scmiller.

C. Educational Enrollment Meetings

As determined by the Trustees, Lakeside Wealth Management Group, LLC and the Fund Administrative Manager may, from time to time, host an educational enrollment meeting to present information about enrollment, investment options and services offered by Lakeside Wealth Management Group, LLC. Contact the Fund Administrative Manager to find out more information about the next scheduled educational enrollment meeting.

4.02 Default Investment Option.

If you do not make an investment election, you will be automatically enrolled in the Plan's default option, as designated by the Trustees. Contact Lakeside Wealth Management Group, LLC for information about the current default fund. This default option may or may not be the option that is most appropriate for you. The Trustees encourage you to carefully review the available materials and make an election that best matches your circumstances.

4.03 Account Valuation.

Accounts are valued at the end of the business day based on the unitized market values for each Participant's investment funds as determined by the Plan's Record Keeper. Each calendar quarter you will receive a statement advising you of the value of your Account.

SECTION 5: ELIGIBILITY FOR DISTRIBUTION

Your eligibility for a distribution is based on the rules of the Plan and certain requirements under the Internal Revenue Code.

5.01 Distribution of Account.

You or your Beneficiary are eligible for a distribution of your Account under the following circumstances:

A. Attainment of Normal Retirement Age;

B. Attainment of Early Retirement Age and receipt of benefits under the Plumbers and Pipefitters Local No. 172 Pension Fund or the Plumbers and Pipefitters National Pension Fund;

C. Becoming Disabled;

D. Severance from employment, followed by six (6) months during which time you have not worked in employment that requires contributions to the Plumbers and Pipefitters Local 172 Welfare Fund; or

E. Death.

5.02 In-Service Withdrawals.

If you have attained age 59 ½ and are fully vested but have not terminated employment, you may be eligible for an In-Service Withdrawal of all or part of your Account subject to the following:

A. The election to withdraw must be in writing and delivered to the Plan Administrator;

B. The election to withdraw must specify either a percentage of the Account or an amount which is to be withdrawn; and

C. You may not make more than one election per calendar quarter of the Plan Year.

5.03 Hardship Distributions.

You may apply for and receive a hardship withdrawal once every twelve (12) months if one of the following expenses applies:

A. Expenses incurred or anticipated for medical care for the Participant, Spouse, or dependents.

B. Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments).

C. Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence.

D. Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the Participant, Spouse, children, or other dependents.

E. Funeral expenses that are the Participant's responsibility for the Participant's deceased parent, Spouse, child or dependent.

F. Expenses for the repair of damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds any applicable income limit).

To be eligible for a hardship withdrawal, you must not have made a hardship withdrawal in the previous twelve months. The Plan Administrator's determination of whether there is an immediate and heavy financial need shall be made solely on the basis of the written evidence you provide. The evidence provided must indicate the amount that is needed.

The amount you request cannot exceed the amount needed for the hardship plus the amount needed to pay federal and state income taxes on the excess distribution and any excise taxes. A hardship distribution is subject to ordinary income tax and may be subject to a 10% excise tax if received prior to age 59 ½. A Participant who receives a distribution may not apply for another hardship withdrawal within the following twelve-month period. In addition, no Elective Deferrals are permitted for the six-month period after the distribution.

The 10% excise tax does not apply if the withdrawal is made because of uninsured medical expenses in excess of 7.5% of adjusted gross income.

Before obtaining a hardship withdrawal, you are required by law to try to pay the expenses through insurance coverage, by other plan distributions, by selling your assets, by borrowing money from a bank, by ceasing contributions to the Plan, or by withdrawing any other money.

The Plan will rely on the reasons contained in your application for a hardship withdrawal as being true for the purpose of making payment. The Plan is not responsible for verifying your eligibility, as that is your sole responsibility.

5.04 Mandatory Distributions.

The Internal Revenue Code requires that you must begin receiving your benefits no later than the April 1 following the calendar year in which you attain 70 ½ years of age. It also requires that the amount of the required payments be at a certain rate depending on your age and if you are married, the age of your Spouse.

The Fund Administrative Manager will contact you if these requirements apply. If you do not submit an application to commence benefits, the Fund Administrative Manager will distribute benefits as required by federal law.

SECTION 6: FORMS OF BENEFIT PAYMENT

6.01 Distribution.

If you are eligible for a distribution, you can elect from the following distribution options:

A. **Keep Your Account In The Plan** – You may elect to leave your Account in the Plan and withdraw what you need by contacting the Fund Administrative Manager. When you reach age 70 ½, the government requires you to commence receiving benefits just like an IRA, and at that time you must complete a distribution request form to comply with these government requirements. Prior to that time, you may withdraw part of your Account balance and you can continue to elect among the Plan's investment options for any remaining balance.

B. **Single Lump Sum Distribution** – You may elect a one-time lump sum payment equal to the total value of all funds in your Account. Note that if your vested account balance is less than One Thousand Dollars ($1,000), you will receive payment of your vested account in a lump sum as soon as administratively feasible after your Early or Normal Retirement Age.

C. **Partial Distribution** – You may elect a partial distribution of your Account balance.

D. **Direct Transfer** – You may elect a direct transfer of your Account balance to the trustee of another retirement plan which is qualified to receive such a transfer under the relevant provisions of the Code.

E. **Direct Rollover** – You may elect to move all or any portion of your Account balance that is equal to at least Five Hundred Dollars ($500) to a new employer's plan or an IRA. Eligible distributions may be rolled over into an IRA, another qualified retirement plan, Code Section 403(b) custodial accounts or tax-sheltered annuities or Code Section 457(b) governmental plans. A rollover to a Roth account is not permitted.

SECTION 7: DEATH BENEFITS

7.01 Payment Upon Death.

If you die before benefits are distributed, your Account is distributed to your Beneficiary as provided in Section 2.01. A Beneficiary will be 100% vested in your Account upon your death.

7.02 Forms and Timing of Payment.

If there is a death benefit payable to a surviving Spouse, he or she may elect to continue your Account. However, benefits must commence by the later of (1) December 31 of the calendar year you would have attained 70 ½ years or age, or (2) the December 31 of the calendar year of your death.

At that time, the spousal Beneficiary may elect one of the following distribution options:

A. Lump sum payment;

B. Installment payments that meet the required minimum distribution rules; or

C. Direct rollover.

A non-spousal Beneficiary must elect one of the above distribution options to begin before December 31 of the calendar year immediately following the calendar year in which you die. If you die before payments commence and no Beneficiary is named, then distribution of your entire Account balance must be completed by December 31 in the year of the fifth anniversary of your death.

SECTION 8: NON-ASSIGNABILITY AND QUALIFIED DOMESTIC RELATIONS ORDERS

8.01 Qualified Domestic Relations Orders.

The benefits under the Plan are yours and cannot be assigned or transferred to someone else. They are exempt from execution, attachment, garnishment, pledge, or bankruptcy and all claims of alimony. However, the Plan, in accordance with law, must recognize a Qualified Domestic Relations Order (QDRO). A domestic relations order is a judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights of a Spouse, former Spouse, child or other dependent of a Participant and (2) is made pursuant to a state domestic relations law.

A domestic relations order is a Qualified Domestic Relations Order if it creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a Participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An alternate payee is a Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion, of the benefits under a plan with respect to the Participant.

Thus, if a QDRO requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order. The Trustees have established procedures for administering QDROs. You can request a copy of these procedures at no cost from the Fund Administrative Manager.

SECTION 9: TAXES

9.01 Taxes on Contributions.

You are responsible for payroll taxes such as Social Security and any other amounts withheld from your pay pursuant to applicable statutes or court orders. The amount you defer is counted as compensation for Social Security, but is not subject to income tax until it is distributed to you or your Beneficiary.

9.02 Types of Taxes on Distributions.

Under the Internal Revenue Code, there are complicated rules concerning the tax on distributions. Because these rules change regularly, it is always a good idea to consult with a qualified tax advisor before receiving a distribution of benefits. When receiving your benefits, there are certain tax rules that can affect your distribution:

A. Ordinary income tax;

B. 10% excise tax on early distributions;

C. 10% withholding on hardship distributions; or

D. 20% withholding on lump sum distributions and indirect rollovers.

Direct rollovers are not taxed in the same manner as other distributions, as explained in Section 9.06.

9.03 Ordinary Income Tax.

When you or your Beneficiary receive a distribution from the Plan, the taxable portion of your distribution will be subject to ordinary income tax. The easiest way to defer paying taxes is to keep your Account invested in the Plan. If you are eligible for a distribution, you can take out what you need and the amount that remains in the Plan continues to receive tax deferred treatment until it is distributed.

Although more cumbersome, you also have the option of taking a distribution and rolling it over to an Individual Retirement Account (IRA) or to another qualified retirement plan. You should note that, if you roll over your distribution to an IRA or another qualified plan and subsequently take a distribution, the same rules on income and excise taxes still apply.

9.04 10% Excise Tax on Early Distributions.

There is a 10% additional tax (sometimes called an excise tax) on any lump sum payment you receive from the Plan before age 59 ½, unless one of the following exceptions applies. There is no excise tax if the payment is made:

A. Upon your death or becoming Disabled;

B. After you attain age 55 and separate from service;

C. As a lump sum that is rolled over to an IRA or another qualified plan that accepts rollovers within 60 days of payment;

D. In equal installments over your life or life expectancy or the joint life expectancy of you and your Spouse;

E. To a former Spouse or dependent child as directed by a Qualified Domestic Relations Order; or

F. To pay for unreimbursed medical expenses, as defined in Section 213(d) of the Internal Revenue Code, which exceed 7.5% of your adjusted gross income.

9.05 10% Withholding on Hardship Distributions.

When you receive a hardship distribution, you must pay 10% of the distribution amount in income taxes. You may either request the 10% to be withheld prior to distribution, or you may elect to not have the tax withheld and pay the tax at a later date. A hardship distribution is not eligible for a rollover and is subject to income tax and the 10% excise tax on early distributions described above.

9.06 20% Withholding on Lump Sum Distributions and Indirect Rollovers.

When you receive a lump sum, the IRS requires the Plan to withhold 20% of the distribution to pay income taxes. This rule also applies to an indirect rollover to another qualified plan or IRA.

If you elect an indirect rollover, you will receive the distribution and will be responsible for handling the rollover transfer yourself. With an indirect rollover, the following apply:

A. Your distribution is subject to an automatic 20% withholding;

B. Your distribution must be rolled over within 60 days of the date of your distribution; and

C. Any portion of your distribution that is not rolled over (including the 20% tax amount withheld) will be subject to income tax and possibly the 10% excise tax.

The easiest way to defer paying taxes is to keep your Account invested in the Plan. However, if you are interested in transferring your Account, you can avoid the 20% withholding that applies to an indirect rollover by making a direct trustee to trustee rollover. Please note that even if you roll over your Account to an IRA or another qualified plan, the same rules on income and excise taxes still apply when you take a distribution.

9.07 Direct Rollovers.

If you, your Spouse, or your Beneficiary takes your benefit as a lump sum that is equal to at least Five Hundred Dollars ($500), you can transfer part or all of that amount as a rollover to another qualified plan or an IRA.

With a direct rollover, your lump sum is transferred directly from the Plan's Record Keeper to the eligible plan or IRA that you designate. If you elect a direct rollover, no federal or state tax withholdings will apply to your distribution. Please note that even if you roll over your Account to an IRA or another qualified plan, the same rules on income and excise taxes still apply when you take a distribution.

If you are interested in a rollover, you should contact the Fund Administrative Manager. If you apply for a distribution, a Special Tax Notice explaining rollovers is provided. This publication can also be obtained by calling the IRS at (800) 829-1040 or by visiting www.irs.gov.

SECTION 10: APPLYING FOR YOUR BENEFITS

10.01 Discretionary Decision Making.

The Board of Trustees as the Plan Administrator has discretionary decision making authority to determine eligibility for benefits and to interpret the provisions of the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

All decisions and interpretations made pursuant to the Plan shall be final and binding on all persons, subject only to the Plan's claims and appeals procedures. You may not file a lawsuit or other action against the Trust Fund or its Trustees until the matter has been submitted for review under the Plan's claims and appeals procedures. In the event an appeal has been denied, you must bring legal action with respect to a claim under the Plan within 90 days from the date of the decision on appeal.

The decisions of the Plan Administrator will receive judicial deference in any judicial or administrative proceeding, to the extent that they do not constitute an abuse of discretion.

10.02 Filing Your Application.

You can get an application by writing or calling the Fund Administrative Manager. If you need any help in filling out your application, the Fund Administrative Manager will assist you.

You should file your application with the Trustees at the address of the Fund Administrative Manager before the first month that you expect to receive a distribution. Early filing will avoid delay in the processing of your application and payment of benefits.

If you die, your Spouse or your Beneficiary should contact the Fund Administrative Manager as soon as possible to request instructions about filing an application for benefits. He or she will need to supply a copy of the death certificate.

10.03 Appealing a Denial of Benefits.

A. Process for Claims other than Disability Distributions

   A decision on your claim (other than for a terminal illness disability distribution) will normally be made within 90 days after the claim has been received by the Plan.

   If additional time is required to make a final decision on the claim, you will be notified in writing (within the 90-day period) of the special circumstances requiring an extension of time and of the date by which the Plan expects to make a final decision. The extension will not exceed 90 days. Accordingly, the maximum processing time is 180 days.

   Within 60 days of receiving notice of a denial, you may submit a written request that your claim be reconsidered (referred to in these procedures as an "appeal"). This request should include your comments, including the reasons you are appealing the decision.

B. Process for Disability Claims

   A decision on your claims for a disability distribution will normally be made within 45 days after the claim has been received by the Plan. If additional time is required because of circumstances beyond the control of the Plan, the Plan can extend the 45-day time period by

30 days. If the 30-day extension is not sufficient, the Plan can apply a second 30-day extension. Before the end of the original 45-day period (or, for a second extension, before the end of the first 30-day extension), you will be notified in writing of the circumstances requiring an extension of time and of the date by which the Plan expects to make a final decision on the claim. If the Plan needs additional information or material to process your disability claim and if the Plan requests that material in writing, you will be given up to an additional 90 days to obtain the information the Plan has asked you to provide. The time for the Plan to decide your claim is extended by the time it takes you to provide the requested information. When you respond to the Plan's request for additional information, the ordinary time limits (the 45-day period or the 30-day extension) will again start to run. If you do not respond to the Plan's request within 90 days, the Plan will decide your claim without that information, which may result in the denial of your claim.

10.04 Right to Representation.

If you wish, another person may represent you in connection with an appeal. If another person claims to be representing you in your appeal, the Trustees have the right to require that you give the Plan a signed statement advising the Trustees that you have authorized that person to act on your behalf regarding your appeal. Any representation by another person will be at your own expense.

10.05 Appeal Decision.

The appeal will be decided by the Board of Trustees or a sub-committee. The Trustees hold regular meetings at least four times per year. If your appeal is filed more than 30 days prior to a regular meeting of the Trustees, your appeal will be decided at that meeting unless special circumstances require an extension of time for processing, in which case a decision will be made on your appeal at the next following meeting of the Trustees. If your appeal is filed within the 30-day period immediately preceding a regular meeting of the Trustees, the appeal will not be decided at that meeting but will be decided at the next following meeting, unless special circumstances require an extension of time for processing your appeal. In that case, a decision will be made on your appeal at the third regular meeting following the date your appeal was filed.

Whenever there are special circumstances that require the decision be delayed until the following regular meeting, you will be advised in writing of why the extension of time was needed and when the appeal will be decided.

Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of the decision. The notice will be mailed within five (5) days of the Trustees' decision. If the Trustees uphold the denial of your claim, you will then have the right to file suit, under the authority of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Also, if your appeal is denied, you are entitled to receive, upon request at no cost, copies of documents and information that the Plan relied on in denying your claim.

If the decision on a claim or the decision on appeal is not furnished within the time limits noted above, the claim or appeal is deemed to have been denied for purposes of pursuing other remedies. No claim will be considered to have been denied until you have exhausted all of the Plan's claim and appeal procedures.

SECTION 11: ADMINISTRATIVE FACTS

11.01 Type of Plan.

This is an individual account plan with a 401(k) option. Your benefits depend on the amount of contributions and the investment return applied to your Account.

11.02 Plan Name.

This Plan is known as the Plumbers and Pipefitters Local No. 172 Voluntary 401(k) Plan.

11.03 Restatement Date of Plan.

The Plan restatement date is January 1, 2017.

11.04 Plan Year.

The Plan year is based on the fiscal year starting on April 1 and ending on March 31.

11.05 Identification Numbers.

The Plan identification number is 001. The number assigned to the Board of Trustees by the Internal Revenue Service is 35-1946232.

11.06 Plan Sponsor and Plan Administrator.

The Board of Trustees is the Plan Sponsor and Plan Administrator.

11.07 Agent for Service of Legal Process.

The Fund Administrative Manager is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Fund Administrative Manager. Service on the Board of Trustees or an individual Trustee shall also constitute service on the Plan.

11.08 Board of Trustees.

As of January 1, 2017, the Trustees of this Plan are:

Union Trustees	Employer Trustees
John Jurgonski Plumbers and Pipefitters Local No. 172 4172 Ralph Jones Court South Bend, IN 46628	Tom Schneider Havel 3210 Sugar Maple Court South Bend, IN 46628
Geoffrey Paluzzi Plumbers and Pipefitters Local No. 172 4172 Ralph Jones Court South Bend, IN 46628	Joseph White E.J. White, Inc. 1011 S. Michigan Street South Bend, IN 46601

11.09 Collective Bargaining Agreements.

This Plan is maintained pursuant to Collective Bargaining Agreements between the Employers and the Union.

Upon written request, the Fund Administrative Manager will provide you with information about a particular Employer's contributions to the Plan on behalf of Employees working under the Collective Bargaining Agreements.

11.10 Plan Amendment or Termination.

The Board of Trustees reserves the right to terminate, modify, suspend, or amend the Plan, pursuant to the terms of the Plan Document and Trust Agreement governing the Plan and in accordance with the Employee Retirement Income Security Act of 1974, as amended (ERISA). You will be notified of any changes that are made.

The Board of Trustees hopes and expects this Plan to continue and no Plan amendment can take away or reduce your Account balance.

11.11 Plan Interpretation.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan; and decisions of the Trustees shall be binding on all parties. Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and nondiscriminatory manner.

SECTION 12: DEFINITIONS

12.01 Account.

Account means an account maintained by the Trustees on behalf of a Participant which shall reflect the value of all Elective Deferrals and Catch-up Contributions by Employees.

12.02 Association.

Association means the St. Joseph Valley Plumbing-Heating-Cooling Contractors Association.

12.03 Beneficiary.

Beneficiary means a person or entity designated in accordance with the Plan to receive benefits from the Plan upon the death of a Participant.

12.04 Collective Bargaining Agreement.

Any written contract by and between the Union and the Employers, including any and all extensions, renewals, amendments or addenda, and any new Collective Bargaining Agreements entered into between the Union and the Employers.

12.05 Compensation.

Compensation means wages within the meaning of Code Section 3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed. Compensation also includes any amount contributed by the Employer pursuant to a Compensation reduction agreement and which is not includable in the gross income of the Employee under the applicable Code Sections.

12.06 Covered Employment.

Covered Employment means any employment for which an Employer is required to contribute to the Plan on behalf of an Employee.

12.07 Disabled.

Disabled means a physical or mental condition of a Participant which the Trustees find on the basis of medical evidence to totally and permanently prevent such person from engaging in any regular occupation or employment which would be inconsistent with a finding or a total and permanent disability and which will be permanent and continuous during the remainder of his life.

12.08 Early Retirement Age.

Early Retirement Age means the time at which the Participant reaches age 55.

12.09 Elective Deferrals.

Elective Deferrals means any contribution made to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a wage reduction agreement or other deferral mechanism.

12.10 Employee.

Employee means any person on whose behalf an Employer is or was required to make contributions to the Fund under a Collective Bargaining Agreement with the Union or pursuant to any other written agreement.

12.11 Employer.

Employer means each Association Employer. In addition, the following shall also constitute an Employer:

A. Any other person, firm, or corporation not a member of the Association, engaged in the Plumbing and Pipefitting Industry, who entered into and maintains a Collective Bargaining Agreement with the Union;

B. The Union, for those Employees and Non-Bargained Employee of the Union for whom the Union contributes Elective Deferrals to the Plan.

12.12 Employer Contributions.

Employer Contributions means contributions that are required to be made to the Plan under the terms of any applicable Collective Bargaining Agreement, or other written agreement, between the Employer and the Union.

12.13 Excessive Deferral Amount.

Excessive Deferral Amount means Excessive Deferral Amount as defined in Section 3.01(B) of this document.

12.14 Fund Administrative Manager.

Fund Administrative Manager means the third party administrator, Stewart C. Miller & Co., Inc.

12.15 Normal Retirement Age.

Normal Retirement Age means the date the Participant or Former Participant reaches age 62.

12.16 Participant.

Participant means an Employee who satisfies the eligibility requirements set forth in the Plan.

12.17 Plan.

Plan means the plan document as adopted by the Trustees known as the "Plumbers and Pipefitters Local No. 172 Voluntary 401(k) Plan."

12.18 Plan Administrator.

Plan Administrator means the Board of Trustees or any person, committee or entity appointed by the Trustees whose purpose shall be to administer the Plan.

12.19 Reciprocal Contributions.

Reciprocal Contributions means contributions which are reciprocated to this Plan that are made by a foreign employer pursuant to a collective bargaining agreement on behalf of a traveling employee pursuant to the terms of a reciprocal agreement entered into by this Plan.

For purposes of the above paragraph, the following definitions shall apply:

A. "Foreign employer" means an Employer who is signatory to a collective bargaining agreement with a local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, other than Local Union No. 172.

B. "Traveling employee" means an employee who is working for a foreign employer who, pursuant to the terms of a reciprocal agreement, has designated this Plan as his home fund.

12.20 Rollover Contribution.

Rollover Contribution means any amount transferred to the Plan which would constitute a rollover contribution within the meaning of the Internal Revenue Code. The Plan does not accept a rollover of Roth contributions.

12.21 Spouse.

Spouse means a person who is a husband or a wife of a marriage that was legally entered into in a jurisdiction that recognizes said marriage. This term shall apply to same-sex couples who were legally married in a jurisdiction that recognizes same-sex marriages.

12.22 Trust Fund or Fund.

Trust Fund or Fund means all assets of whatsoever kind and nature from time to time held by the Trustees pursuant to terms and conditions of the Trust Agreement out of which benefits of the Plan are provided.

12.23 Trustees.

Trustees means the Board of Trustees of the Plumbers and Pipefitters Local No. 172 Voluntary 401(k) Plan established pursuant to the Trust Agreement.

12.24 Union.

Union means the Local 172 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada.

12.25 United Association or U.A.

United Association or U.A. means the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, AFL-CIO.

SECTION 13: YOUR RIGHTS UNDER ERISA

As a Participant in the Plumbers and Pipefitters Local No. 172 Voluntary 401(k) Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan Participants shall be entitled to:

13.01 Receive Information About Your Plan and Benefits.

You are entitled to examine, without charge, all documents governing the Plan at the Fund Administrative Manager's office. This includes insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Trustees with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

You are entitled to obtain copies of documents governing the operation of the Plan upon written request to the Plan Administrator, including insurance contracts, 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.

You are entitled to 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 the Summary Annual Report.

You are entitled to obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 62) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

13.02 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.

However, the Trustees intend to operate this Plan under Section 404(c) of the ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Under these regulations, the Trustees are relieved of fiduciary liability for any losses which result from your exercise of control over your Account.

13.03 Non-Interference with Protected Rights.

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.

13.04 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 per 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. However, suits for benefits require exhaustion of your remedies under the Plan before filing suit.

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, provided you do so within 90 days of the decision on appeal. 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.

13.05 Assistance with Your Questions.

If you have any questions about the Plan, you should contact the Fund Administrative Manager. 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. (29 C.F.R. 2520.102-3(t)(2)).