

**PLUMBING AND PIPEFITTING
INDUSTRY RETIREMENT PLAN OF KANSAS
SUMMARY PLAN DESCRIPTION**

EFFECTIVE JANUARY 1, 2015

ABOUT THIS SUMMARY

This booklet is your Summary Plan Description of the Plumbing and Pipefitting Industry Retirement Plan of Kansas. (In this booklet the Trustees of the Plan will be referred to as “we” and “us.” This booklet is a summary of the major provisions of the Plan and was written to help you understand the Plan and what it can do for you. This summary has 13 Sections. A brief summary of what you will find in each of them is given below:

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ENTERING THE PLAN

If you have attained age 18, you enter the Plan when an Employer starts making contributions for you.

ELIGIBILITY REQUIREMENTS

You are eligible to enter the Plan if you have attained age 18 and:

You work for an Employer that is required to make contributions to the Plan for you under the terms of a collective bargaining agreement (helpers are excluded),

- ▶ You are an employee of the Union and the Union agrees to make contributions to the Plan for you,
- ▶ You are an employee of the Plumbers and Pipefitters Apprenticeship Training of Kansas and it agrees to make contributions to the Plan for you, or
- ▶ You are an employee of the Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas and it has agreed to make contributions to the Plan for you.

EMPLOYER

For purposes of the Plan, an “Employer” includes:

- ▶ An Employer who contributes to the Plan pursuant to the terms of a collective bargaining agreement,
- ▶ The Union, which means the United Association of Plumbers and Pipefitters Local 441,
- ▶ The Health and Welfare Fund, which is the Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas, and
- ▶ The Plumbers and Pipefitters Apprenticeship Training of Kansas Fund.

If you send a written request to the Plan Administrator you will receive a complete list of the Employers under the Plan. The Plan Administrator will also tell you, upon written request, whether a particular company is an Employer under the Plan. The name and address of the Plan Administrator is listed below in the Section titled **Plan Information**.

Participation is automatic, you don’t have to do anything to enter the Plan.

ENTRY DATE

You enter the Plan on the day an Employer begins making contributions for you.

CONTRIBUTIONS TO THE PLAN

There are Employer, pre-tax Employee and Rollover Contributions.

TYPES

There are three types of contributions under the Plan:

- ▶ Employer Contributions,

- ▶ Employee Contributions, and
- ▶ Rollover Contributions

A description of each type of contribution is given below:

EMPLOYER CONTRIBUTIONS

The amount Employers must contribute for you is fixed under the terms of the applicable collective bargaining agreement.

EXAMPLE

Joe Johnson works for an Employer that has agreed under the terms of a collective bargaining agreement to contribute \$.50 for each hour that Joe works. If Joe works 1,000 hours for that Employer in 2015, the Employer will contribute \$500 to the Plan for Joe.

EMPLOYEE CONTRIBUTIONS

If you are a participant in the Plan pursuant to a collective bargaining agreement or participation agreement which permits you to make elective salary deferral contributions to the Plan, you may elect to make such Employee Contributions.

Contributions are Made on a Pre-Tax Basis. You may contribute a portion of your pay to the Plan, without paying federal income tax on the amount you contribute, though these payments are subject to FICA and Medicare taxes. (We call these pre-tax contributions “Employee Contributions”.) You will, however, pay tax when you receive benefits from the Plan.

Electing to Contribute. In order to make Employee Contributions to the Plan you must make an election on an enrollment form and return it to the Plan Administrator. Each year you will be allowed, no later than January 15, to change the level of elective contributions you have chosen. The change will apply as of your Employer’s first payroll period beginning in February. If you take no action by January 15, the election you had in effect previously will continue. You may elect at any time to reduce your elective contribution rate to zero.

Hourly Contribution Amounts. Under the Plan the amount of Employee Contributions you may make for each hour you work is as follows:

First year apprentices – None

All other eligible employees – None, \$.40, \$.80, \$1.20, \$2.00, \$3.00, or \$5.00

EXAMPLE

Mary Smith is a participant in the Plan pursuant to a collective bargaining agreement which permits elective salary deferral contributions to be made to the Plan. She elects to contribute \$.40 an hour to the Plan in the 2015 Plan Year. Mary works 800 hours during 2015. Mary’s Employee Contribution to the Plan for the 2015 Plan Year is \$320.

ROLLOVER CONTRIBUTIONS

You may transfer funds to the Plan from another qualified retirement plan or from a “conduit IRA” if certain requirements of the Tax Code are met. These kinds of transfers are called “Rollover Contributions.” Ask us for the forms you need to complete if you want to make a Rollover Contribution.

You may be entitled to Employer and Employee Contributions if you are absent due to qualified military service.

QUALIFIED MILITARY SERVICE

You have certain rights if you are absent from work on account of “qualified military service” and then timely return to employment.

Employer Contributions. Employers are required to make contributions on your behalf in most cases when you are absent from work on account of military service and return to covered employment. In general, you may receive Employer Contributions for up to five years of military service. Investment earnings and losses will not be credited with respect to Employer Contributions for any period before such contributions were actually made.

The Employer by whom you were employed immediately prior to your qualified military service is obligated to make the required Employer Contribution to the Plan at the time you return from qualified military service to employment as an Employee, regardless of whether you are reemployed by the pre-service Employer or by a different Employer that contributes to the Plan. Any Employer Contributions due on your behalf must be made by the latest of:

- ▶ 90 days after the date of reemployment; or
- ▶ the date that contributions for the Plan are normally due for the year in which the service was performed.

Employee Contributions. Upon your return to employment, you may make Employee Contributions for the period that you were absent from work on account of the qualified military service, if you were entitled to make such contributions under the collective bargaining agreement or participation agreement applicable to you just before your period of military service. These contributions will be limited to the amount you could have made if you were not in qualified military service, but were instead still in the employ of an Employer. You have a limited time in which you may make these contributions. The contributions must be made within the lesser of (a) three times the period of military service, or (b) five years.

To qualify for Employer and Employee Contributions while absent on account of military service, your military service and your return to employment must satisfy certain conditions. If you think you may be entitled to contributions for a period of military service, you should contact the Plan Administrator to learn about your rights and what you must do.

You may also be entitled to reciprocal contributions.

RECIPROCAL EMPLOYER CONTRIBUTIONS

From time to time we enter into reciprocal agreements with other pension plans, such as the Plumbers and Pipefitters National Pension Plan. If you are performing work covered under the collective bargaining agreement of another local union and we have entered into a reciprocal agreement with the pension plan of the local union where you are working, we may receive Employer Contributions made on your behalf from the other pension plan. You should know that we cannot guarantee we will receive reciprocal contributions or the timeliness of these reciprocal contributions.

ACCOUNTS AND INVESTMENT FUNDS

Contributions are added to your Plan Accounts.

ACCOUNTS

There are four kinds of Accounts under the Plan:

- ▶ The contributions Employers make for you are added to your Employer Contributions Account.
- ▶ Any Employee Contributions you make are added to your Employee Contributions Account.
- ▶ Any Rollover Contributions you make are maintained in your Rollover Contributions Account.
- ▶ Any assets transferred to the Plan from your individual accounts under the Local 441 401(k) Plan are maintained in the Local 441 Plan Merger Account.

Based on the records we maintain we will give you periodic statements showing the activity in your Accounts.

You are fully vested in your Accounts at all times.

VESTING IN ACCOUNTS

You are fully vested in the value of your Plan Accounts at all times.

You can choose how your Accounts are invested.

INVESTMENT FUNDS

You can invest your Accounts in any of the Investment Funds offered under the Plan. You will receive other information from us describing the Investment Funds offered under the Plan.

The Trustees are responsible for choosing the Investment Funds.

CHANGES

The Trustees are responsible for determining the makeup of the Investment Funds. (The names of the Trustees are listed below in the Section titled Plan Information.) From time to time the Trustees may change the Investment Funds if they determine that a change would be in the best interests of participants.

The Plan is intended to be an ERISA Section 404(c) Plan. This means you are responsible for any losses that directly result from your investment decisions. We would not be liable to you for those losses, nor would any other Plan fiduciary be liable. The investment decisions are yours to make.

Gains and losses are allocated to your Accounts.

INVESTMENT FUND GAINS AND LOSSES

The Plan adds to your Accounts your share of the gains and subtracts your share of the losses and expenses for each Investment Fund in which your Accounts are invested. Your Accounts will be debited for any distribution made from them.

You will receive a statement of your Accounts each year.

STATEMENTS

From time to time the investment manager retained by the Trustees will send you statements showing the value of your Accounts. The statements will also detail the activity in your Accounts, such as the amount of contributions and earnings added during the year.

MAKING INVESTMENT ELECTIONS

To elect how to invest your Accounts, you need to contact MassMutual.

INITIAL ELECTION

You may complete an Enrollment Form at the time of or immediately following your entry into the Plan. This Enrollment Form will instruct MassMutual, the Plan's current custodian, how to invest contributions made on your behalf. If you do not complete an Enrollment Form and want to choose how to invest your Accounts, you must contact MassMutual. You may make your investment elections by calling MassMutual at (855) 369-7100, or by logging onto MassMutual's website, The JourneySM at www.massmutual.com/retire.

IF YOU DO NOT TELL US HOW TO INVEST YOUR ACCOUNTS

If you do not tell us which Investment Fund or Funds to invest your Accounts in, we will decide which Investment Fund to invest them in.

You may change your investment election by telephone, or by using the Internet.

CHANGING YOUR ELECTION

You can change your Investment Fund elections any time you choose by contacting MassMutual electronically or by telephone. MassMutual's Web site is www.massmutual.com/retire. The customer service number is (855) 369-7100. The change will be effective when it is processed by MassMutual.

BENEFIT PAYMENTS

Benefits are payable from the Plan if you retire, become disabled, have a Break-in-Service or die.

WHEN BENEFITS ARE PAYABLE

Benefits are payable from the Plan when you apply (or your beneficiary applies) for a benefit payment after:

- ▶ You retire on or after age 55.
- ▶ You become disabled (as defined below).
- ▶ You have a Break in Service (as defined below).
- ▶ You die.

This Section describes when and how benefits are paid if they are payable for any reason other than your death. The Section below titled Death Benefits describes when and how benefits are paid if you die.

DISABILITY

For purposes of the Plan, a person is “disabled” if the person has a physical or mental condition resulting from a bodily injury, disease or mental disorder, that results in the person receiving benefits under Title II of the Federal Social Security Act.

BREAK IN SERVICE

You have a Break in Service if

- ▶ No Employer is required to make contributions to the Plan on your behalf for any hours you work during a Plan Year (that is, the 12-month period from January 1 to December 31), and
- ▶ You are not on a Union’s out-of-work list and ready, willing and available for work in a job for which contributions to the Plan are required.

Benefits are paid as a lump sum or Qualified Annuity.

HOW BENEFITS ARE PAYABLE

Benefits \$5,000 or less. If the value of your Accounts is \$5,000 or less, your benefits will be paid in a lump sum (cash or a direct rollover).

Benefits more than \$5,000. If the value of your Accounts is more than \$5,000, your benefits will be paid in the form of a Qualified Annuity unless you, and your spouse if you are married, properly elect a different Benefit Form.

- ▶ The Section below titled **Qualified Annuity** explains how a Qualified Annuity works. That Section also explains how you can properly elect a different Benefit Form.
- ▶ The Section below titled **Benefit Forms** explains the other ways the Plan can pay benefits, such as in a lump sum.

SPECIAL RULE AT AGE 70½

If you are not working in covered employment under the Plan when you reach age 70½, payment of benefits from the Plan must begin by the April 1 of the following year. If you are still working in covered employment under the Plan when you reach age 70½, benefit payments may not begin until after you have left covered employment.

DEATH BENEFITS

The Plan has a death benefit for which you can designate a beneficiary.

DEATH BENEFIT

If you die before you elect how and when your benefits are to be paid to you, we will pay your benefits to your beneficiary. If you are not married on the date of your death, if no beneficiary is designated, if no designated beneficiary survives you, or if no designated beneficiary can be located after a reasonable search for a period of two years after your death benefit becomes payable, the beneficiary will be your surviving spouse. If there is no surviving spouse, the death benefit will be paid directly to your estate.

Generally, you must have your spouse’s consent to name someone else as the beneficiary.

BENEFICIARY DESIGNATION

If you are not married you can designate the person who will be your beneficiary on a form available from us.

If

- ▶ You are married when you die

Then

- ▶ Your death benefits will be paid to your spouse

However

- ▶ At any time after the beginning of the calendar year in which you attain age 35, you have the right to name someone other than your spouse as your beneficiary, if:
 - Your spouse consents to that beneficiary designation, or
 - You certify to the Plan Administrator that you cannot locate your spouse, or
 - Your spouse is legally incompetent, in which case you must have the consent of your spouse's legal guardian, or
 - You provide the Plan Administrator with a court order indicating that you are legally separated or that your spouse has abandoned you.

Additionally

- ▶ Except to the extent otherwise expressly provided in a qualified domestic relations order, or by your designation made after the divorce, your divorced spouse shall be deemed to have predeceased you and, therefore, will not be entitled to benefits as your beneficiary under the Plan. This rule has no effect, however, on payment of a pension that is already in pay-status at the time of the divorce.

CHANGING YOUR BENEFICIARY

The following rules apply if you are married and you or your spouse want to change the person who is designated as the beneficiary of your death benefit:

- ▶ You can change your beneficiary designation at any time after the beginning of the calendar year in which you attain age 35. However, if you want to name someone other than your spouse as your beneficiary, your spouse must consent, or one of the exceptions to spousal consent listed above must apply.
- ▶ If you get divorced and remarried, your second spouse will automatically become the designated beneficiary. If you want to designate a different beneficiary, your second spouse must give his or her consent.
- ▶ Once your spouse gives his or her consent to designate a different beneficiary, your spouse cannot revoke that consent unless you agree to change the designated beneficiary.

PAYMENT OF DEATH BENEFITS

We will pay your death benefits to your beneficiary in the form of an annuity. This annuity will provide your beneficiary with a monthly benefit for the rest of his or her life. However, your beneficiary may elect within 90 days after your death to have your death benefit paid in a Lump Sum.

SPECIAL RULES

There are many special rules that apply to how long a beneficiary can leave death benefits in the Plan and the period over which death benefits can be paid. If your beneficiary is entitled to death benefits under the Plan, he or she should call or write us for all the rules that apply to death benefits.

QUALIFIED ANNUITY

Benefits will be paid in the form of a Qualified Annuity unless certain requirements are met.

A QUALIFIED ANNUITY IS THE STANDARD BENEFIT FORM

Your benefits will be paid in the form of a Qualified Annuity unless

- ▶ You have elected a different Benefit Form, on a form you can get from us, and
- ▶ If you are married
 - Your spouse consents, on a form you can get from us, to your election, or
 - You certify to us that you cannot find your spouse.

QUALIFIED ANNUITY

There are three kinds of Qualified Annuities. Which one applies to you depends on whether you are married.

Single. If you are single when your benefits are scheduled to be paid (or are scheduled to begin being paid) to you, the Qualified Annuity would pay you a monthly benefit for as long as you live.

Married. You may elect one of the following Qualified Annuities if you are married when your benefits are scheduled to be paid (or are scheduled to begin being paid) to you:

- ▶ **Qualified Joint Annuity.** The Qualified Joint Annuity would pay you a reduced monthly benefit for as long as you live. Then, if your spouse is living when you die, he or she would be paid a monthly benefit for as long as he or she lives. The monthly benefit payable to your spouse would be equal to 50% of the monthly benefit you were paid while you were living.
- ▶ **Qualified Optional Survivor Annuity.** The Qualified Optional Survivor Annuity would pay you a reduced monthly benefit for as long as you live. Then, if your spouse is living when you die, he or she would be paid a monthly benefit for as long as he or she lives. The monthly benefit payable to your spouse would be equal to 75% of the monthly benefit you were paid while you were living.

Payments may be made monthly during your lifetime and the lifetime of your spouse.

MONTHLY BENEFIT

If your benefits are to be paid in the form of a Qualified Annuity, your Accounts will be used to buy an annuity policy. The annuity provider would then pay the monthly annuity benefits to you. The amount

that is paid each month under a Qualified Annuity depends on factors like how old you are and the value of your Accounts.

OTHER BENEFIT FORMS

Your benefits can be paid in a lump sum.

Check the preceding Section to see when benefits must be paid in the form of a Qualified Annuity. You may also elect a lump sum form of distribution, but only if your benefit need not be paid as a Qualified Annuity.

LUMP SUM

Your benefits can be paid in a single lump sum. The amount that would be paid as a lump sum would be equal to the value of your Accounts when we liquidate them to pay you.

REQUESTING PAYMENT OF PLAN BENEFITS

Call or write the Plan Administrator when you want to request payment of your Plan benefits.

Call or write the Plan Administrator when you want to have your benefits paid (or begin to be paid) so the Administrator can send you:

- ▶ A Tax Notice
- ▶ A Qualified Annuity Notice
- ▶ The forms you (and your spouse, if you are married) need to complete and return to us to request payment of your benefits.

TAX NOTICE

The Plan Administrator will give you a Tax Notice before your benefits are paid. The Tax Code requires that we provide this Tax Notice to you no less than 30 days and no more than 180 days before most benefits are paid.

Explains Tax Rules. This Tax Notice explains the tax rules that apply to distributions from the Plan. It also tells you that you have the right to elect to have your benefits (1) paid to you, (2) paid in a “direct rollover,” or (3) split between payment to you and payment in a direct rollover.

Explains Direct Rollover Rules. A “direct rollover” is a payment of your benefits, or a portion of your benefits, to an individual retirement account (an “IRA”), an individual retirement annuity, a Roth IRA, a tax-sheltered annuity plan, or another eligible retirement plan that you select (but only if that plan agrees to accept such eligible rollover distribution), if you are an employee, a former employee, a surviving spouse of an employee or a former employee, or an alternate payee who is the former spouse of an employee or former employee. In addition, if you are an employee’s designated beneficiary and you are not the employee’s surviving spouse or an alternate payee, you may elect a direct rollover of certain benefits to an “inherited IRA.” You may not direct a rollover to more than one entity. If you decide to have part of the amount paid to you and part paid in a direct rollover, the amount of the direct rollover must be at least \$500. Your election as to how your benefits are to be distributed must be in writing on a form available from us.

QUALIFIED ANNUITY NOTICE

The Plan Administrator will provide a Qualified Annuity Notice to you no less than 30 days and no more than 180 days before your benefits are paid (or begin to be paid). The Qualified Annuity Notice explains:

- ▶ What a Qualified Annuity is and how it works;
- ▶ Your right to waive the Qualified Annuity;
- ▶ Your spouse's rights, if you are then married, with regard to the Qualified Annuity;
- ▶ Your right to revoke an earlier election to waive the Qualified Annuity;
- ▶ The financial effect of electing each Benefit Form; and
- ▶ Your right to defer receipt of a distribution and the consequences of failing to do so.

Generally, pension payments may begin no earlier than 30 days after you receive this Notice from the Plan. However, you may waive most of that 30-day waiting period and select a pension starting date that is as early as eight days after you receive the Notice.

PROCESSING REQUESTS FOR PLAN BENEFITS

| CLAIMS PROCEDURES | | |
|--|--|--|
| Where to File Claims | Notification of Benefit Determination | |
| C & J Benefit Solutions, Inc. 810 West McKay Street Frontenac, KS 66763-8105 | Not later than 90 days after receipt of the claim (may be extended an additional 90 days) | |
| APPEALS PROCEDURES | | |
| Where to File Appeals | When to File Appeals | Notification of Benefit Determination |
| C & J Benefit Solutions, Inc. 810 West McKay Street Frontenac, KS 66763-8105 | Within 60 days following your receipt of an adverse benefit determination | Not later than 60 days after receipt of the appeal (may be extended an additional 60 days) |

DECIDING THE CLAIM

A claim is a request for a Plan benefit you make on a form provided by the Plan Administrator. You must mail or deliver the completed and executed form to the Plan Administrator for it to be considered. The Plan Administrator shall decide the claim.

If a claim is wholly or partially denied, the Plan Administrator will provide you with written or electronic notification of the adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the

special circumstances requiring an extension of time and the date by which the Administrator expects to render the benefit determination.

NOTIFICATION OF THE DECISION

The notification will set forth, in a manner calculated to be understood by you:

- ▶ The specific reason or reasons for the adverse determination;
- ▶ Reference to the specific Plan provisions on which the determination is based;
- ▶ A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- ▶ A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

Any electronic notification will comply with the standards imposed by regulations issued by the Department of Labor under ERISA.

TIME FOR DECIDING CLAIMS

For purposes of this Section, the period of time within which a benefit determination is required to be made will begin at the time a claim is filed in accordance with the procedures set forth above, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event a period of time is extended as permitted by this Section due to your failure to submit information necessary to decide a claim, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

AUTHORIZED REPRESENTATIVE

An authorized representative may act on your behalf in pursuing a benefit claim or appeal of an adverse benefit determination. The Plan Administrator may require, as a prerequisite to dealing with a representative, that you verify in writing authority of the representative to act on your behalf.

CONSISTENCY

The Trustees, the Plan Administrator, or both, will conduct or have conducted on their behalf periodic reviews to verify that benefit claim determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan's provisions have been applied consistently with respect to similarly-situated claimants.

DECIDING THE APPEAL

You may appeal an adverse benefit determination to the Trustees by mailing or delivering to the Plan Administrator a written notice of appeal. You may submit written comments, documents, records, or other information relating to the claim for benefits to the Plan Administrator. The Plan Administrator will provide you, upon written request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. Whether a document, record or other information is relevant to a claim for benefits will be determined in accordance with standards issued by the Department of Labor. The Trustees will decide the appeal.

The Trustees' decision will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Trustees will not, however, consider your appeal unless the Plan Administrator receives it within 60 days after you are notified of an adverse benefit determination.

TIME FOR DECIDING APPEALS

The Trustees will notify you in accordance with this Section of the Trustees' decision on appeal within a reasonable period of time, but not later than 60 days following the Plan Administrator's receipt of the appeal, unless special circumstances require an extension of time for processing the appeal. If the Plan Administrator determines that an extension of time for processing the appeal is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such an extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate special circumstances requiring an extension of time and the date by which the Trustees expect to render their decision.

NOTIFICATION OF THE DECISION ON APPEAL

The Plan Administrator will provide you with written or electronic notification of the Trustees' decision on appeal. Any electronic notification will comply with the standards imposed by the Department of Labor by regulations issued under ERISA. In the case of an adverse benefit determination, the notice will set forth, in a manner calculated to be understood by you:

- ▶ The specific reason or reasons for the adverse determination;
- ▶ Reference to the specific Plan provisions on which the benefit determination is based;
- ▶ A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (whether a document, record or other information is relevant to a claim for benefits will be determined by reference to regulations issued under ERISA by the Department of Labor); and
- ▶ A statement of your right to bring an action under Section 502(a) of ERISA.

OTHER THINGS YOU SHOULD KNOW

You cannot assign or transfer any part of your Plan benefits to satisfy a debt.

PROTECTION OF BENEFITS

You may not assign or transfer any part of your Plan benefits to satisfy a debt. Furthermore, in no event can your benefits be subject to assignment, garnishment, or other legal process, except as may be permitted by law — for example, in the case of payment to children or former spouses under a qualified domestic relations order.

If you get divorced, a court may order us to pay part of your Plan benefits to your ex-spouse.

DOMESTIC RELATIONS ORDERS

If you are a party to a divorce, separation, or other domestic relations matter, a court may issue an order telling the Plan to pay your Plan benefits to your ex-spouse or some other person. The Plan will follow such a court order only if it meets the requirements of the Tax Code and the Plan's Domestic Relations Orders Procedures. A copy of these Procedures may be obtained from the Plan Administrator.

If we receive a domestic relations order asking us to pay part of your Plan benefits to some other person, we will send you a copy of the order and a copy of the Plan's Domestic Relations Orders Procedures. We recommend that you, your spouse, and the attorneys handling the divorce or domestic relations matter review these Procedures before a court issues a domestic relations order.

Federal tax laws limit the amount of benefits which may be earned by a participant.

SPECIAL BENEFIT LIMITATIONS

The Plan contains provisions required under federal tax laws, which set an upper limit on the amount of the benefit that may be earned by any one participant. Benefits earned under the Plan are unlikely ever to reach this limit, but participants who are concerned about this issue should refer to the Plan document for a detailed explanation of these rules.

We have the right to change the Plan or terminate it at any time.

CONTINUATION AND AMENDMENT OF PLAN

We intend to continue the Plan indefinitely; however, we reserve the right to terminate it or amend it at any time.

The Trustees have the power to construe the Plan and determine all questions that arise under it.

INTERPRETATION

The Trustees have the power to construe the Plan and to resolve all questions that arise under it. This power includes, for example, the administrative discretion necessary to decide issues with respect to an employee's eligibility for benefits, or to interpret any other term contained in the Plan. Their interpretations and determinations are binding on all employees, retired employees, and their beneficiaries, and are intended to be subject to the most deferential standard of review.

Keep us posted on changes in your name and address.

CHANGE OF NAME OR ADDRESS

It is your responsibility to notify the Plan Administrator of any change of name or address. Otherwise, you may not receive all of the benefits to which you are entitled.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is subject to the eligibility, vesting, fiduciary, and reporting and disclosure requirements of ERISA, but not to the minimum funding requirements. ERISA Section 4021(b)(1) specifically exempts the Plan from coverage under "Title IV, Plan Termination Insurance," and no contributions have been made or will be made for such insurance protection.

ERISA provides that all Plan participants shall be entitled to:

- ▶ 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 Plan 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 payments from the Plan and if so, what your benefits would be if you stop working under the Plan now. If you do not have a right to payments, the statement will tell you how many more years you have to work to get such a right. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of your 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 Plan benefit or exercising your rights under ERISA.

If your claim for a Plan 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 Plan 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, 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.

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 Area 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.

PLAN INFORMATION

Plan Name

The name of this Plan is the Plumbing and Pipefitting Industry Retirement Plan of Kansas. The Plan's IRS identification number is 001.

You may, upon written request to the Plan Administrator, receive information about whether a particular Employer contributes to the Plan, and, if so, the Employer's address. You may also obtain a list of contributing Employers from the Plan Administrator.

Collective Bargaining Agreement

The Plan is maintained pursuant to one or more collective bargaining agreements. If you ask the Plan Administrator, in writing, the Administrator will send you a copy of the agreement that covers you.

Name of Joint Board of Trustees

Plumbing & Pipefitting Industry
Retirement Fund of Kansas
603 N. Cayuga
Frontenac, Kansas 66763-2070
620-235-1744
EIN#: 48-0923596

Type of Plan

The Plan is technically known as a "profit sharing plan with a 401(k) feature." The benefits provided by the Plan are not covered by the termination insurance of the Pension Benefit Guaranty Corporation because that kind of insurance is not available to profit sharing plans.

Type of Plan Administration

The Plan is administered by the Plan Administrator, which provides services pursuant to a contract with the Fund.

Plan Administrator

C & J Benefit Solutions, Inc.
810 West McKay Street
Frontenac, KS 66763-8105
620-232-3799

Service of Legal Process

Service of legal process can be served on the Plan Administrator at its address shown above, or on any of the Trustees at the address for the Joint Board of Trustees shown above.

Trustees

The following persons serve as Trustees of the Plan:

| | |
|------------------|---------------------|
| Neil Carlson | Melvin Copeland |
| John G. Feedback | Pat Johnson |
| Rick Salyer | Richard Taylor |
| Kent Wingert | Michael F. Wolownik |

All of the Trustees can be reached at the address for the Joint Board of Trustees.

Plan Records

Plan records are kept on a calendar-year basis.

This description of the
Plumbing and Pipefitting Industry Retirement Plan of Kansas
is a summary of the Plan effective January 1, 2015.

It is not intended to take the place of the Plan
document. In case of conflict between this summary
and the Plan document, the Plan document will govern.