AIRCONDITIONING AND REFRIGERATION INDUSTRY
DEFINED CONTRIBUTION
RETIREMENT PLAN

ESTABLISHED BY
AIRCONDITIONING AND REFRIGERATION FITTERS
LOCAL 250 UNITED ASSOCIATION and

AIRCONDITIONING AND REFRIGERATION CONTRACTORS
ASSOCIATION OF SOUTHERN CALIFORNIA, INC. and

SIGNATORY EMPLOYERS

SUMMARY PLAN DESCRIPTION
REVISED SEPTEMBER 1, 2015

INTRODUCTION

To Plan Participants:

A secure retirement is an important goal of all working men and women. Although Social Security benefits, traditional pension and insurance provide some retirement income, most of us need more in order to maintain a comfortable standard of living during retirement. The Airconditioning and Refrigeration Industry Defined Contribution Trust Fund (the "Plan") is designed to supplement your Social Security and traditional pension benefits and provide a larger monthly income when you retire.

The Plan was originally established in 1988 and was last restated effective January 1, 2009. Throughout the Plan's history, it has been updated continuously to keep up with changes in the law. Your Union and your Employer are proud of the benefits they are able to provide under the Plan. If you have any questions about the Plan, including about how a change in employment could affect your benefits, please visit the Plan website at www.acrtrust.org or contact the Trust Office at:

Airconditioning and Refrigeration Industry Defined Contribution Trust Fund
3500 W. Orangewood Ave., Orange, CA 92868
(714) 917-6100

SPECIAL NOTES

(1) This booklet is called a Summary Plan Description ("SPD") and it contains a summary of your rights and benefits under the Airconditioning and Refrigeration Industry Defined Contribution Trust Fund, as amended and restated November 1, 2014 (the "Plan").

(2) Every effort has been made to ensure the accuracy of this summary. However, nothing in this SPD is intended to change, in any way, the provisions of the Plan or the Trust Agreement under which this Plan is established (the "Plan"). In the event of any conflict between the SPD and the Plan Document or the Trust Agreement, the terms of the Plan Document and Trust Agreement will control. In addition, neither you nor any beneficiary shall earn any rights because of any statement in, or omission from, the SPD. The provisions of the Plan Document and the Trust Agreement cannot be modified or amended in any way by any statement or promise made by any person, including employees of the Trust Office, the Union, or a contributing Employer.

(3) While the Board of Trustees intends for the Plan to continue indefinitely, they reserve the right to amend or terminate the Plan at any time. The Plan could also be amended or terminated as the result of an agreement between participating Employers and the Union.

(4) **Board Determinations Conclusive.** The Board of Trustees shall have full discretion and authority to determine questions concerning the interpretation and administration of this Plan, including without limitation, all questions relating to eligibility for Plan benefits, and the determinations of the Board shall be conclusive and binding as to all persons and for all purposes.

Table of Contents

THE ACCUMULATION STAGE

WHO IS COVERED UNDER THE PLAN?

All Employees working in Covered Employment for a signatory Employer are eligible to participate in the Plan. Covered Employment is basically any employment in a job classification covered by the Service Master Collective Bargaining Agreement between your employer and the Southern California Pipe Trades District Council 16.

WHEN DO I BECOME COVERED?

You automatically become covered on the first day contributions are paid on your behalf for work you perform in Covered Employment. If your job classification does not require Employer Contributions but you elect to make Employee Contributions, you are covered on the first day Employee Contributions are paid on your behalf. Please refer to the Collective Bargaining Agreement under which your employment is covered, to determine the date your Employer is required to make contributions to the Plan on your behalf, if applicable.

WHAT HAPPENS WHEN I BEGIN PARTICIPATING IN THE PLAN?

An "Individual Account" will be created for you at John Hancock Retirement Plan Services when the Plan first receives contributions on your behalf. Only those contributions that are actually received by the Plan will be credited to your Individual Account. You are always 100% vested in the amount in your Individual Account. "Vested" means your benefit cannot be taken away.

WHO CONTRIBUTES TO THE PLAN?

1) **Employer Contributions (also called 401(a) Contributions)**
If you are working in a job classification which requires Employer Contributions as determined by the Collective Bargaining Agreement, your Employer will contribute the required amounts on your behalf. Under current law, these Employer Contributions are not taxable until distributed to you from the Plan. Please refer to the Collective Bargaining Agreement under which your employment is covered to determine if contributions are required to be made on your behalf and when these contributions are required to be made.

2) **Employee Contributions**
You may elect to contribute $0.50 per hour or more in $1.00 increments (beginning with $1.00 per hour) by completing a payroll deduction form. (For example, you may elect to contribute $0.50 per hour, or $1.00 per hour, or $2.00 per hour, etc.) Your Employer will deduct your elected amount from your paycheck and remit it to the Trust Office. Under current law, employee contributions are not subject to Federal and State income tax, but are subject to FICA (Federal Insurance Contribution Act), Medicare and SDI (State Disability Insurance) taxes.

HOW CAN I CHANGE THE AMOUNT OF MY 401(K) CONTRIBUTIONS TO THE PLAN?

The amount of your Employee Contributions can be changed at any time, and as often as you like. To do so, you must complete the payroll deduction form and return it to the Trust Office.

The form is available for download at www.acrtrust.org. You may also request a form from the Trust Office.

ARE THERE ANY LIMITS ON THE CONTRIBUTIONS?

The Internal Revenue Service ("IRS") sets a dollar limit each year on the amount of 401(k) contributions a Participant is allowed to contribute. The IRS adjusts this limit periodically. In addition, the IRS allows participants who are at least 50 years of age by the end of the calendar year to make "catch-up" contributions up to the limits established by the law. For example, in 2015 the maximum deferral amount is $18,000 and the maximum "catch-up" amount is $6,000. Therefore, if you are at least 50 years of age in 2015, the maximum you can contribute is $24,000. If you are below the age of 50, the maximum you can contribute is $18,000. If the Trust Office receives contributions in excess of the applicable maximum, the contributions will be returned to your Employer. Your Employer will return these contributions to you, however the excess contributions will then be subject to Federal and State income tax.

Additionally, there is an overall limit on the total amount the Participant and his/her Employer together may contribute to the Plan each year. In 2015, this limit is the lesser of $53,000 or 100% of your earnings for the year. There are also limitations for "Highly Compensated Employees" as defined in the Internal Revenue Code. While it is unlikely that you will be affected by these limits, you could receive a refund of excess contributions if these technical limits are exceeded.

If you have any questions about the limitations on contributions in any given year, you should contact the Trust Office.

HOW ARE CONTRIBUTIONS INVESTED?

You can direct the investment of your Individual Account in any of the investment options provided by the Plan. (Please refer to Appendix A for a list of the investment options at the time of printing.) You may access your account at any time by going to www.mylife.jhrps.com or by calling 800-294-3575. You can check your account balance, transfer funds between investment options, and change how future contributions will be invested. The Trustees may change the investment options available under the Plan if the Trustees determine the change to be in the best interests of Participants.

The Plan is intended to comply with section 404(c) of ERISA, which permits a participant to exercise control over the investment of his or her account. The Plan's fiduciaries intend to be relieved of liability for any losses which are the direct or necessary consequence of investment instructions given by Participants.

CAN I INVEST MY MONEY IN MORE THAN ONE INVESTMENT?

Yes. You may invest the assets in your Individual Account in any one or any combination of the various funds available under the Plan. You may invest your funds based upon your belief as to the best diversification strategy, degree of risk and performance for you. There are also a variety of interactive financial tools available at www.mylife.jhrps.com to assist you in determining an investment strategy that best suits your retirement needs and investment goals.

While the Trustees have taken great care in selecting the investment funds available, no investment is free of risk. The performance of each fund will vary from year to year and your Individual Account balance will reflect these gains and losses. You should carefully evaluate your personal situation to determine the appropriate balance between performance and risk which is best suited to your retirement needs.

HOW DO I CHANGE MY INVESTMENT MIX?

Your investment mix can be changed at any time. You can access your Individual Account 24 hours a day at www.mylife.jhrps.com. John Hancock Retirement Plan Service's Automated Voice Response Service is also available 24 hours a day at 1-800-294-3575.

HOW OFTEN CAN I CHANGE MY INVESTMENTS?

Generally, you may change your investments as often as every day. However certain funds have limitations on trading frequencies. This means certain funds may have restrictions on how often you can transfer funds in and out. Please refer to each fund's prospectus for its current trading policies to determine the frequency with which you may change certain investments.

WHAT HAPPENS IF I DO NOT MAKE AN INVESTMENT CHOICE?

If you do not have an investment election on file with John Hancock Retirement Plan Services, your contributions will be invested in a default fund. The default fund is the appropriate **ACR Vanguard Target Retirement Fund** based upon your year of birth as provided in the chart below.

YEAR OF BIRTH	DEFAULT INVESTMENT
1949 or before	ACR Vanguard Target Retirement 2010 Fund
1950-1959	ACR Vanguard Target Retirement 2020 Fund
1960-1969	ACR Vanguard Target Retirement 2030 Fund
1970-1979	ACR Vanguard Target Retirement 2040 Fund
1980 or after	ACR Vanguard Target Retirement 2050 Fund

*If John Hancock Retirement Plan Services does not have your date of birth on file, contributions will be invested in the **ACR Vanguard Target Retirement 2010 Fund** until a valid date of birth is obtained by John Hancock Retirement Plan Services.*

The ACR Vanguard Target Retirement Funds are intended to meet the criteria of a "qualified default investment alternative" ("QDIA"). This means that the Plan's fiduciaries are not liable for the investment performance (including any losses) for any monies defaulted into the QDIA.

Remember that this is your account. You may change your investment elections at any time. You are encouraged to take an active role in making the investment decisions that are best for you.

WHAT IS A TARGET DATE FUND?

The ACR Vanguard Target Retirement Funds are target date funds. The "target date" in a target date fund is the approximate date an investor plans to start withdrawing money. Because target date funds are managed to specific retirement dates, investors may be taking on greater risk if the actual year of retirement differs dramatically from the original estimated date. Target date funds generally shift to a more conservative investment mix over time. While this may help to manage risk, it does not guarantee earnings growth nor is the fund's principal value guaranteed at any time including at the target date. You do not have the ability to actively manage the investments within target date funds, you may only choose which target date fund to invest in. The portfolio managers control security selection and asset allocation. Target date funds allocate their investments among multiple asset classes which can include U.S. and foreign equity and fixed income securities.

HOW OFTEN WILL I RECEIVE STATEMENTS?

John Hancock Retirement Plan Services will generate quarterly statements at the close of each quarter. These statements will be mailed to your last known address. You may also access www.mylife.jhrps.com and elect to receive paperless statements. Your quarterly statement will reflect all activity in your account for the time period covered. For example, it will show all contributions made on your behalf, administrative charges deducted from your account, distributions to you, etc. It will also reflect how much money you have in each investment and the change in market value in your account.

These quarterly statements provide a complete accounting of all activity for your account. You should therefore review every statement carefully for errors and/or omissions. It is very difficult to correct errors unless you contact the Trust Office immediately after receiving your statement.

WHAT FEES WILL I PAY FOR PARTICIPATING IN THE PLAN?

The Board of Trustees determines the quarterly fee required from each Individual Account to the extent necessary to meet the administrative expense of running the Plan. Currently the quarterly fee for each Individual Account is $8.00 per quarter. John Hancock Retirement Plan Services will deduct this amount from your Individual Account at the end of each quarter. The quarterly fee is subject to change from time to time at the sole discretion of the Board of Trustees.

HOW DO I DESIGNATE A BENEFICIARY?

You may obtain a Designation of Beneficiary Form from the Trust Office or at www.acrtrust.org. Upon your death, the balance of your Individual Account will be paid to your designated beneficiary. You are encouraged to designate both Primary and Contingent beneficiaries. Primary beneficiaries will be paid first in the event of your death. If a Primary beneficiary dies before you, then benefits would be paid to Contingent beneficiaries upon your death. You may designate anyone to be a Primary or Contingent beneficiary. However if you are married, your spouse will need to consent if you choose to designate someone other than your spouse as a Primary beneficiary. You may change your designated beneficiaries at any time by submitting a new form to the Trust Office.

IT IS IMPORTANT THAT YOU DESIGNATE A BENEFICIARY. If you die without having designated a beneficiary, all money in your Individual Account will be distributed according to the Plan's terms for participants who do not have a valid beneficiary designation in force at death. If you have not designated a beneficiary, the money in your Individual Account will be paid or transferred in accordance with Plan rules as follows:

(1) To your surviving spouse. If none,
(2) To your probate estate. If none,
(3) To your heirs in accordance with intestate succession laws of your state of domicile at the time of your death.

Payment may be delayed if no beneficiary has been designated so we urge you to designate a beneficiary immediately.

WHAT HAPPENS IF I AM CALLED TO ACTIVE MILITARY DUTY?

The Plan provides all contributions, benefits and service credits that are required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") to participants who perform qualifying military service. In addition, the Plan complies with the applicable provisions of the Heroes Earnings Assistance and Tax Relief Act of 2008 (the "HEART Act").

Please contact the Trust Office for more information regarding your and your beneficiaries' rights, and entitlement to benefits, credits and distributions upon being called to active military duty.

THE DISTRIBUTION STAGE

WHEN AM I ELIGIBLE TO RECEIVE BENEFITS FROM THE PLAN?

In general, subject to limitations on distribution of benefits under relevant IRC sections, under current Plan rules, you are eligible to receive a distribution from your Individual Account when:

a) You are at least 55 years old and totally retired from work in the air conditioning and refrigeration industry; or

b) You are a retiree under the Air Conditioning and Refrigeration Industry Retirement Trust in pay status and you are not working in “suspendible service”*; or

c) You have not worked in “suspendible service”* for at least 12 months; or

d) You become totally and permanently disabled as established by receipt of Social Security disability benefits or are receiving a disability pension from the Airconditioning and Refrigeration Industry Retirement Trust Fund.

Note that if you become a participant covered by a collective bargaining agreement in another defined contribution plan sponsored by a local union affiliated with the United Association or an employer required or permitted to make contributions to the Plan who is a party to the Trust Agreement, you may elect a rollover of your Individual Account to the other defined contribution plan.

Additionally, if you die, your spouse or beneficiary is eligible to receive benefits.

* “Suspendible Service” is defined under the Air Conditioning and Refrigeration Industry Retirement Trust and generally means work of any kind in the same industry or the same trade or craft, and in the same geographic area covered by the Plan, whether or not such employment is with a participating employer. For more information on “Suspendible Service,” please contact the Trust Office. Please note, the “Suspendible Service” restrictions only apply to distributions of Employer Contributions. Employee Contributions, i.e. your elective deferrals, may be distributed without regard to the “Suspendible Service” restrictions set forth above.

If you are married at the time of any of the above distribution options, your spouse must consent to the distribution.

You must begin taking a distribution from the Plan no later than April 1 following the year in which you reach age 70 1/2. (Please see “What is a Required Minimum Distribution?”)

NOTICE: If you are no longer working for a signatory Employer, it is extremely important that you notify the Trust Office whenever your address changes. If you fail to do so, distribution of your benefits may be delayed.

HOW DO I APPLY FOR BENEFITS?

You may download a distribution application from www.acrtrust.org or you may request one from the Trust Office. You must complete the form and submit it to the Trust Office. Please review the instructions on the application carefully. You may be requested to provide additional information depending on your situation, such as a copy of the certified death certificate if you are a beneficiary applying for benefits.

If you are married, your spouse must consent to the requested distribution and your spouse's signature must be notarized or witnessed by a Trust Office employee. You are encouraged to contact the Trust Office if you have any questions regarding the distribution process.

HOW MUCH MONEY WILL I RECEIVE FROM THE PLAN?

The amount of your benefit is the value of your Individual Account balance at the time you qualify for and elect a distribution. Your benefits are 100% vested at all times.

Generally, the amount in your Individual Account is the sum of all contributions made over the years by you and/or made on your behalf, plus earnings (or less investment losses) credited to the account, less any withdrawals and fees. Your quarterly statements from John Hancock Retirement Plan Services will provide you with your account balance and detailed information on additions and subtractions to your account each quarter.

Please see "What if My Application for Benefits is Denied?" for information related to your right to bring a claim in federal court for Plan benefits and the applicable timeframe for doing so.

WHAT OPTIONS DO I HAVE WHEN I ELECT TO RECEIVE BENEFITS FROM THE PLAN?

You have two options when you become eligible to receive a payment from the Plan:

a) You can direct the Plan to roll over the entire amount in one lump sum payment into an IRA or another Eligible Retirement Plan as allowed by the IRS, including an eligible retirement plan sponsored by an affiliate of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada or sponsored by a participating employer, regardless whether you work in covered employment; or
b) You can take the payment in a single lump sum.

We recommend that you seek the advice of your own financial or tax advisor before you receive any payments from the Plan.

Note: Your spouse has the same options when receiving benefits. For nonspouse beneficiaries, a rollover may be made to an "inherited IRA" (an IRA established specifically for rollovers of nonspouse beneficiaries). When you or your beneficiary are eligible for a distribution, the Trust Office will provide more information about these rules.

DOES THIS PLAN ALLOW HARDSHIP WITHDRAWALS?

Yes, if you are an Employee and you experience an immediate and heavy financial need, the Plan permits you to make a hardship withdrawal, subject to certain rules and restrictions. You must not have any other resources readily available to meet your financial need. Under the Plan's rules and IRS regulations, hardship withdrawals are permitted for the following situations:

a) To pay for medical expenses or other expenses necessary to obtain medical care for you, your spouse, or your dependents;

b) To purchase your principal residence (but not to make mortgage payments);

c) To pay for tuition, room and board, and related educational fees for the next 12 months of post-secondary education for you, your spouse, your children or your dependents;

d) To prevent the loss of your principal residence through foreclosure or eviction;

e) To pay funeral or burial expenses for your deceased parent, spouse, child or dependent;

f) To pay for the repair of damage to your principal residence.

A hardship withdrawal may not exceed the amount of your financial need (including the amount necessary to pay income taxes or penalties resulting from the distribution).

If you are married at the time of your hardship withdrawal, your spouse must consent to the hardship withdrawal. Hardship withdrawals may not be rolled over into another retirement plan.

To ensure a hardship withdrawal is made, you shall be required to provide certain documentation which substantiates, to the Board's satisfaction, your immediate financial need and adequately demonstrates a hardship. The Trust Office will provide you with more information about the specific information you are required to provide when applying for a hardship withdrawal.

HOW MUCH CAN I WITHDRAW FOR A HARDSHIP WITHDRAWAL?

Only Employee Contributions are available in a hardship withdrawal. No Employer Contributions or earnings on the total assets in your Individual Account may be distributed in the hardship withdrawal.

The IRS imposes severe penalties for hardship withdrawals. If you are under the age of 59 ½, the IRS will impose a 10% excise tax on the amount of the distribution. In addition, you must include in your income the amount distributed when you file your Federal and State income tax returns.

Hardship distributions are not subject to mandatory 20% withholding. You may elect to have Federal taxes withheld at the time of the withdrawal. If you require a specific amount for a hardship distribution, you will have to increase the amount requested for distribution to cover the elected withholding amount.

For example, assume you require $10,000 to pay for your child's tuition and you have elected a 20% federal tax withholding. In this case, the amount you request to be distributed would have to be $12,500 to take into account the 20% withholding.

HOW OFTEN CAN I RECEIVE A HARDSHIP DISTRIBUTION?

You are allowed to receive a hardship distribution no more than two times per calendar year. Additionally, your voluntary 401(k) contributions must be suspended for at least 6 months after the receipt of a hardship distribution. If you receive multiple hardship distributions, the amount available for distribution will be limited to the balance of your Employee contributions remaining after all prior withdrawals have been taken into account and deducted from your Account Balance.

If you are working in “Suspendible Service” as defined by the Airconditioning and Refrigeration Industry Retirement Trust Fund you are not eligible to receive a hardship distribution. “Suspendible Service” for purposes of this Plan generally means the performance of any work in the Airconditioning and Refrigeration industry, whether or not such employment is with a participating employer. For more information on “Suspendible Service,” please contact the Trust Office.

DOES THIS PLAN ALLOW LOANS?

No, the Plan currently does not provide for distribution in the form of loans.

HOW ARE MY BENEFITS TAXED?

The money in your Individual Account is not taxable income until it is distributed to you. When you receive a distribution from your account, whether it be a lump-sum distribution or hardship withdrawal, it is reported as taxable income. If you are younger than age 59 ½, you may also be required to pay an additional 10% excise tax.

When you receive a lump-sum payment, you may be able to defer income by rolling over the distribution into an IRA or other eligible retirement account. The IRS has rules on what types of accounts are eligible, as well as rules on the timing of rollovers. You should consult a tax advisor to ensure you understand the tax consequences of withdrawing your money from the Plan.

WHAT IF I GET DIVORCED BEFORE I BEGIN RECEIVING BENEFITS FROM THE PLAN?

Under Federal law, the Plan must honor a “Qualified Domestic Relations Order” (“QDRO”) which divides a participant’s account between an employee and a spouse, child or other person. Under a QDRO, the spouse or alternate payee may have the option of receiving an immediate distribution of his or her share of the participant’s account. The law requires the Plan to determine within a reasonable period of time whether a domestic relations order is qualified. The Plan follows specific procedures to make this determination. You may obtain a copy of the Plan’s QDRO procedures free of charge from the Trust Fund Office. The Plan charges an administrative fee of $300 for determining whether a court order is a QDRO. This fee is intended to reimburse the Plan for reasonable expenses incurred in the processing of the QDRO and is charged against the account of the Employee or alternate payee who seeks the determination.

If you are getting a divorce, you should ask your attorney about the division of your Plan benefits. If the Trust Office does not have all proper documents on file, it can cause a delay in future distributions.

MAY ANYONE BRING A CLAIM AGAINST MY INDIVIDUAL ACCOUNT?

You may <u>not</u> sell, assign, pledge or transfer your benefits under the Plan before you receive them. However, there is an exception to this rule for payments required under a QDRO, as discussed above.

WHAT IF MY APPLICATION FOR BENEFITS IS DENIED?

The Trust Office will review your application for benefits and advise you in writing of its decision within ninety (90) days after receiving the application. This 90-day period may be extended for an additional 90 days if the Trust Office determines that special circumstances require an extension of time for processing the application, in which case you will be notified of the extension within the initial 90-day period. In no event shall such extension exceed a period of ninety (90) days from the end of the initial 90-day period.

If your application is denied, in whole or in part, you will receive a written notice of this denial, including a written statement of the reason or reasons for the denial, a specific reference to those Plan provisions on which the denial is based, a description of any additional information or material necessary to correct your application, appropriate information as to the steps to be taken if you wish to appeal the denial of your application and the applicable time limits, as well as a statement informing you of your right to bring a civil action under section 502(a) of ERISA following a denial on review.

If you do not agree with the denial of your application, you may appeal the denial. The appeal must be in writing and must be submitted to the Trust Office within 60 days from the date you received the denial. You will be permitted to submit any additional evidence to support your position. Upon request and free of charge, you or your authorized representative may have reasonable access to and copies of, all documents, records and other information relevant to your claim.

The Appeals Committee will review your appeal and you will be notified of the Committee's decision in writing. The Appeals Committee holds regularly scheduled meetings, at least quarterly. The Appeals Committee will issue a final decision on appeal no later than the date of the meeting that immediately follows the Plan's receipt of your request for review, provided your request is filed at least 30 days before such meeting. If your request for review is filed less than 30 days prior to the scheduled Appeals Committee Meeting, your request will be reviewed at the second Appeals Committee Meeting following the Plan's receipt of the request. If special circumstances require an extension of time, the Appeals Committee will make a decision no later than the third meeting following receipt of your request for review. If an extension is required, the Trust Office will notify you of the extension before the extension period begins. In the event a period of time is extended due to your failure to submit information necessary to decide the claim the period for making the determination will be tolled from the date on which you were notified of the extension until the date on which you respond to the request for information. The Appeals Committee will provide notice of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

If your appeal is denied, in whole or in part, you will receive a written notice of this denial, including a written statement of the reason or reasons for the denial, a specific reference to those Plan provisions on which the denial is based, a statement of your right to receive, upon request and free of charge, reasonable access to and copies of, documents and records relevant to your appeal, and a statement informing you of your right to bring a civil action under section 502(a) of ERISA.

The Appeals Committee's determination on appeal shall be binding on all parties. You must exhaust the Plan's appeal procedures before bringing a suit in federal court. If you choose to exercise your right to bring a claim in federal court for Plan benefits, you must file suit within the two-year statute of limitation to bring forth such claims.

WHAT IS A REQUIRED MINIMUM DISTRIBUTION?

If you fail to apply for a distribution from your Individual Account, you are required to begin receiving minimum distributions by April 1 of the calendar year after you reach age 70 ½. Additional required minimum distributions must be made by December 31 of each calendar year thereafter.

Required minimum distributions are a series of payments based on your life expectancy or the combined life expectancy of you and your beneficiary using the Internal Revenue Service's life expectancy tables. Required minimum distributions are not eligible for rollover.

CAN THE PLAN BE AMENDED OR TERMINATED?

Yes. The Trustees are empowered to terminate the Plan if they deem it necessary or prudent to do so. In the event of a termination, the assets remaining in your Individual Account, after the deduction of any administrative expenses, will be distributed to you or your beneficiary. In no event can the assets of the Plan revert to any Employer or inure to the benefit of any Employer or the Union.

Furthermore, the Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment or modification may reduce any benefits which have been approved for payment prior to the amendment, so long as funds are available for payment of such benefits; nor may any amendments or modifications reduce the amount of your Individual Account. It should be noted however, that your Individual Account balance may fluctuate based on the performance of the investments in your Individual Account.

GENERAL INFORMATION

NAME OF PLAN

This Plan is called the Airconditioning and Refrigeration Industry Defined Contribution Retirement Plan.

TYPE OF PLAN

The Plan is a defined contribution plan. The amount of money you receive from the Plan depends on the amount of contributions allocated to your Individual Account and the investment gains and losses on your Individual Account. The Plan does not guarantee a benefit amount. Because the Plan is a defined contribution plan, and not a defined benefit plan, the benefits provided under this Plan are not insured by the Pension Benefit Guaranty Corporation, a Federal corporation created to protect defined benefit (pension) plans under Title IV of ERISA.

NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PLAN ADMINISTRATOR

The Plan is administered by the Board of Trustees, comprised of representatives of the Union Association and participating Employers. The Plan employs an administrative manager and other personnel to perform administrative functions at the Trust Office. The Plan also employs other professionals to assist in the administration of the Plan, including consultants, attorneys and accountants.

The address and telephone number of the Trust Office is:

Airconditioning and Refrigeration Industry Defined Contribution Retirement Plan
3500 W. Orangewood Ave.
Orange, CA 92868
(714) 917-6100

NAME AND ADDRESS OF PLAN SPONSOR

The Plan is sponsored by the Board of Trustees, comprised of representatives of the Union Association and participating Employers. You can contact the Board of Trustees at the address listed above for the Trust Office. The Board of Trustees has sole discretionary authority in interpreting the Plan.

NAMES, TITLES, AND ADDRESSES OF THE PLAN TRUSTEES

Labor Trustees

Mark Burnside
United Association Local 250
18355 S. Figueroa Street
Gardena, CA 90248-4219

Jack Ferrara
United Association Local 250

Management Trustees

John Baker
Air Conditioning Solutions, Inc.
2223 El Sol Ave.
Altadena, CA 91001

Robert H. Carder
Air-Ex Conditioning

PLAN NUMBER

The number assigned by the Board of Trustees to the Plan is 001.

PLAN YEAR

The plan year is January 1 to December 31.

EMPLOYER IDENTIFICATION NUMBER

The Employer Identification Number (EIN) assigned to the Board of Trustees is 58-1855968

PLAN AGENT FOR SERVICE OF LEGAL PROCESS

The name and address of the agent designated for the service of legal process is:

Kristi Wagner, Administrator
Airconditioning and Refrigeration Industry Defined Contribution Retirement Plan
3500 W. Orangewood Ave.
Orange, CA 92868
Telephone: (714) 917-6100

Legal process may also be served on any Plan Trustee.

COLLECTIVE BARGAINING AGREEMENTS

Contributions to this Plan are made on behalf of each employee in accordance with Service Master Collective Bargaining Agreements between the Airconditioning and Refrigeration Contractors Association of Southern California and District Council 16 of the United Association, and Participation Agreements.

If you would like to know if an Employer or Union is a party to a Collective Bargaining Agreement that provides for participation in this Plan, or if you want a copy of the Collective Bargaining Agreement or a complete list of the employers and unions participating in the Plan, you may request that information in writing from the Trust Office. The Collective Bargaining Agreement is available for examination at the Trust Office.

SOURCE OF CONTRIBUTIONS

The benefits described in this booklet are provided through contributions from Employers and elective deferrals by Employees. The amount of contributions is determined by the provisions of the Collective Bargaining Agreement and by the elective deferrals made by Employees in accordance with the terms of the Plan. All contributions and income from earnings are used exclusively for providing benefits to employees and beneficiaries and for paying expenses incurred with respect to the operation of the Plan.

STATEMENT OF ERISA RIGHTS

As a Participant in the Airconditioning and Refrigeration Industry Defined Contribution Retirement 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:

<u>Receive Information about Your Plan and Benefits</u>

Examine, without charge, at the Trust Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Trust, including Collective Bargaining Agreements, and a copy of the latest Annual Report (Form 5500 Series) filed by the Fund 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 Trust Fund Office, copies of all documents governing the Trust, including Collective Bargaining Agreements, and a copy 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 Trust's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.

<u>Prudent Actions by Fiduciaries</u>

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 plan benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Trust and do not receive them within 30 days, you may file suit in 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 that 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 Fund'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 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 if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about this 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 NW, Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.