

**RESOLUTION TO AMEND
THE
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION
OF THE
PIPE TRADES SERVICES MN WELFARE FUND**

On the date provided below, the Board of Trustees (“Trustees”) of the Pipe Trades Services MN Welfare Trust (“Trust”) resolved to amend the Pipe Trades Services MN Welfare Fund (“Fund”) to include a quasi-forfeiture provision that will forfeit unpaid benefit amounts to missing Participants, Beneficiaries, or alternate payees, but the Participant, Beneficiary, or alternate payee will retain the right to be reimbursed for such amounts upon making a claim for benefits.

WHEREAS, the Trustees are duly designated and appointed as the trustees of the Trust;

WHEREAS, Section I(11) of the Uniform Terms for Plans and Programs Maintained by the Pipe Trades Services MN Welfare Fund, which terms govern the operation of the Fund, authorizes the Trustees to amend the Fund;

WHEREAS, the Trustees have amended the Fund to include a quasi-forfeiture provision intended to improve the accounting and administration of the Fund with respect to unpaid benefit amounts as the result of missing Participants, Beneficiaries, or alternate payees; and

WHEREAS, the Trustees believe it is in the best interests of the Fund and the Participants and their Dependents covered by the Fund to amend the Fund as provided herein.

NOW, THEREFORE, the Fund is amended to include the quasi-forfeiture provision described above. This change is reflected on the following replacement pages:

- Page 87 of the Benefits Booklet for Journeymen, Apprentices, and their Dependents.
- Page 83 of the Benefits Booklet for Pre-Medicare Retirees and their Dependents
- Page 50 of the Benefits Booklet for Support Workers and their Dependents, Helpers and Pre-Apprentices

Effective Date of Amendment: March 25, 2021

Resolution Date: March 25, 2021

Execution Date: March 25, 2021

[SIGNATURE PAGE FOLLOWS]

EMPLOYER TRUSTEES










UNION TRUSTEES









50. Qualified Medical Child Support Order

A judgment, decree or order (including approval of a settlement agreement) issued by a court of competent jurisdiction requiring that the Fund recognize an Employee's or Spouse's Child as an alternate recipient as defined by ERISA Section 609(a). Such order must be approved in accordance with procedures adopted by the Board of Trustees.

51. Reasonable And Customary Charge

The amount that Healthcare Providers in a geographic area usually charge for an item or service. In general, the Reasonable and Customary Charge is 140% of the amount that Medicare will reimburse for the item or service or a percentage of a comparable schedule if the service is not available on the Medicare fee schedule.

52. Retiree

An individual who has submitted an acceptable application for retirement to the Fund and whose application has been approved by the Trustees or the person the Trustees have delegated such authority.

53. Spouse

An individual with whom you validly entered a formal legal relationship, denominated under the law of the state or foreign jurisdiction where the relationship was entered as a "marriage", that has not been legally dissolved, annulled, subject to separation, or otherwise terminated by the law of any state or foreign jurisdiction. The Plan may require proof of a valid marriage before recognizing an individual as a Spouse. An individual will be presumed to no longer be your Spouse if you and the individual reside apart for a period of six months or more unless you submit satisfactory documentation to the contrary.

54. Summary Plan Description Or SPD

One or more sections of this Booklet whose titles begin with "Plan Document and Summary Plan Description", as indicated by context. Each Summary Plan Description and Plan Document is intended to satisfy both the requirement under ERISA to have a written Plan Document and the requirement under ERISA to have a written Summary Plan Description.

55. Urgent Care Claim

A Claim under circumstances where application of the Fund's normal claims procedure would result in a delay in administering an item or service that could seriously jeopardize your life, health, or ability to regain maximum function, or where the delay would subject you to severe and unmanageable pain.

L. QUASI-FORFEITURE OF BENEFITS

If the Fund Office determines that a Participant or Beneficiary is missing when a distribution is required to be made under the terms of the Plan Document or by law, the amount payable will be forfeited to the Fund. Forfeited amounts will be held by the Fund in a forfeiture account and used to pay the necessary and reasonable operating expenses of the Fund. A Participant or Beneficiary will be treated as missing consistent with the missing participant policy and procedures adopted by the Trustees. If a missing Participant or Beneficiary is located or requests a distribution after the forfeiture has occurred, only the amount forfeited will be restored to such person. Such person will not be entitled to any interest or earnings on the forfeited amount that may have accrued between the date of forfeiture and the restoration of benefits. Restored benefit amounts will be payable from the Fund's forfeiture account.

54. Spouse

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58. Support Worker

An individual meeting the qualifications of this classification as provided in the relevant Collective Bargaining Agreement.

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