SDC-LEAGUE PENSION PLAN

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SUMMARY PLAN DESCRIPTION

SDC-LEAGUE PENSION PLAN
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Important Notice To All
Plan Participants and Beneficiaries

We are pleased to present you with this booklet summarizing your SDC-League Pension Plan (the "Plan"). The Plan document is intended to comply with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986, as amended (the "Code").

The primary purpose of this Summary Plan Description booklet is to provide you with a general explanation, in non-technical terms, of the most important features of the Plan. We urge you to read this booklet carefully so that you will understand the Plan as it applies to you and your family. Since the provisions of the Plan may also apply to members of your immediate family, we suggest that you share this booklet with your family, and that you keep it in a safe place for future reference. If you lose your copy, please feel free to request another copy from the Fund Office, as noted below.

We have made every effort to make this booklet as clear as possible. However, certain words and phrases may seem technical to you. Generally, if a term has a specific meaning, it will be capitalized and will be defined in the section in which it appears. If necessary, the term will be defined in the Glossary. If, however, you do not understand any of the information presented in this booklet, please do not hesitate to contact the Fund Administrator, the person who manages the SDC-League Pension Fund (the "Fund"), at the Fund Office, 1501 Broadway, Suite 1701, New York, New York 10036, telephone number (212) 869-8129 or by email at Pension@SDCweb.org.

Please understand that no general explanation can adequately provide all the details of the Plan. This booklet does not change or otherwise interpret the terms of official Plan documents, such as the Trust Agreement establishing the Plan, applicable Collective Bargaining Agreements, or the formal Plan document describing in detail the provisions of the Plan. Your rights can be determined only by referring to the full text of these official documents, which are available upon your request for your inspection at the Fund Office during normal business hours.

Upon written request to the Fund Office, you may also obtain copies of the formal Plan document, the Trust Agreement and other official Plan documents, including applicable Collective Bargaining Agreements. Should you request copies of any of these documents, the Fund Office may charge you a reasonable copying charge. Additionally, upon written request, you may receive a complete list of the Employee and Employer organizations sponsoring the Plan, and information as to whether a particular Employer or Employee organization is a sponsor of the Plan (and that sponsor's address).

Sincerely,

BOARD OF TRUSTEES

September 2011

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INTRODUCTION

The Plan was established, and is maintained, as the result of Collective Bargaining Agreements between contributing Employers and the Stage Directors and Choreographers Society (the "Union").

The Plan is financed completely by Employer contributions made pursuant to the terms of existing Collective Bargaining Agreements or other agreements requiring contributions to the Plan. All such Employer Contributions are held in the SDC-League Pension Fund, which is a separate trust fund established for the purpose of paying benefits provided under the Plan and defraying Plan expenses. The Plan has been determined to be tax-qualified by the Internal Revenue Service and the separate trust established for the Plan has been determined to be tax-exempt.

The Plan is administered by a Board of Trustees (the "Trustees") consisting of an equal number of representatives of the Union and of the contributing Employers. The Trustees, or any of their duly authorized designee(s), reserve the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, the Trust Agreement and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan or the Trust (and the investment of Plan assets). For example, the Trustees, or any of their duly authorized designee(s), have the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, Trust Agreement or other Plan documents; and (5) process, and approve or deny, benefit claims and rule on any benefit exclusions and determine the standard of proof in any case. All determinations made by the Trustees, or any of their duly authorized designee(s), with respect to any matter arising under the Trust Agreement and any other Plan documents are final and binding on all affected Plan Participants (and their Beneficiaries) and other individuals claiming benefits under the Plan.

Please note that no individuals, other than the Trustees, or their duly authorized designee(s), have any authority to interpret the Plan or to make any promises to you about the Plan or your benefits under the Plan.

The rules and regulations of the Plan are set forth in the formal Plan document entitled, SDC-League Pension Plan, and related documents. This booklet itself has no legal effect. To the extent that any of the information contained in this booklet is inconsistent with the official Plan documents, the provisions set forth in the official Plan documents will govern in all cases.

The pension to which you are entitled is determined under the terms of the Plan which are in effect at the time you separate from service. This booklet is supplied solely for the purpose of helping you to understand the Plan, as amended and restated effective as of September 1, 2008, not to replace or amend it.

The pension rights and benefits, if any, of Employees who retired, died or otherwise terminated employment prior to September 1, 2008 and are not reemployed thereafter shall be entitled to benefits only in accordance with the provisions of the Plan in effect at the time their employment terminated, unless otherwise required by law or provided under the Plan.

Please be aware that neither this booklet nor the Plan is a contract of employment; they neither guarantee employment with an Employer nor diminish in any way the right of an Employer to terminate the employment of any Employee. Furthermore, the Trustees reserve the right, in their sole and absolute discretion, to amend or modify the Plan from time to time, and to terminate the Plan and the Fund, in whole or in part, at any time and for any reason, in accordance with the procedures set forth in the formal Plan document and the Trust Agreement.

In general, you are covered by the Plan if you are an Employee working under a Collective Bargaining Agreement between your Employer and the Union, or if you are an Employee working under a Participation Agreement between your Employer and the Plan, either of which provides for contributions to the Fund on your behalf (if you are an Employee of the Union or the SDC-League Pension and Health Funds, you are required to complete 1,000 Hours of Service (as defined in the Plan) to be eligible to participate in the Plan). When this booklet refers to "you", it assumes that you are an Employee covered by the Plan.

There are four different types of pensions provided by this Plan. A brief description of each pension is listed in the "Summary of Benefits" chart that follows.

SUMMARY OF BENEFITS

Type of Pension	Eligibility Requirements	Monthly Pension Amount
Regular	• Attained Normal Retirement Age (65 years old in most cases) • at least 5 years of Service Credit (7 years if all Service Credit occurred prior to September 1, 1999)	One twelfth ($^1/_{12}$) the sum of: • \$500 times your Pre-Plan Credits (max of 11 Credits), *plus* • 35% of the contributions made on your behalf on or before February 28, 2006; *plus* • 28% of the contributions made on your behalf on or after March 1, 2006 through January 31, 2009; *plus* • 70% of 28% of the contributions made on your behalf on or after February 1, 2009 through February 28, 2010; *plus* • 35% of 28% of the contributions made on your behalf on or after March 1, 2010
Early Retirement (Effective as of September 1, 2002)	• At least age 62, and • at least 5 years of Service Credit	• Same as the Regular Pension, reduced by 5/9 of 1% for each month by which you are younger than age 65 when your benefit commences
Disability	• At least age 50, • at least 5 years of Service Credit, • become permanently and totally disabled on or after age 50,	• Same as Regular Pension (determined based on actual years of Pre-Plan Service Credits and contributions received by the Pension Fund at the

	and • Worked in Covered Employment within 2 years of becoming disabled	time of disability).
Deferred (if you stop Working in the industry before attaining Normal Retirement Age [or are eligible for early retirement])	• Either attained Normal Retirement Age, (65 years old in most cases) or • Attained age 62, if you have retired and Worked in Covered Employment on or after September 1, 2002, and • at least 5 years of Service Credit (7 years if all Service Credit occurred prior to September 1, 1999)	• Same as Regular Pension or Early Retirement Pension, as the case may be.

GLOSSARY

The following are definitions of some of the terms used by the Plan and this Summary Plan Description:

Annuity Starting Date - Your Annuity Starting Date is the first day of the first calendar month after you have fulfilled all of the conditions for entitlement to benefits but in no case later than the April 1 following the year in which you reach age 70½.

Beneficiary - A Beneficiary is a person, other than you, who is entitled to receive benefits under the Plan because of designation for such benefits by you. A Beneficiary may also mean your surviving Spouse or your estate.

Collective Bargaining Agreement - A Collective Bargaining Agreement is the contract between an Employer and a Union which requires the Employer to pay contributions to the Plan on behalf of its Employees.

Contribution Period - The Contribution Period is the period of time during which your Employer is obligated to make contributions to the Plan.

Covered Employment - Covered Employment is your employment for which your Employer is required to make contributions to the Plan on your behalf. Covered Employment shall also be referred to as Work.

Employee - An Employee is a person who is covered by a Collective Bargaining Agreement or a Participation Agreement requiring an Employer to contribute to the Fund on your behalf.

Employer - An Employer is an employer of stage directors and/or choreographers who (alone or as a member of an association) has a Collective Bargaining Agreement with the Union requiring contributions to the Fund, or any other Employer who has signed a Participation Agreement or other agreement requiring the Employer to contribute to the Fund.

Fund Administrator - The Fund Administrator is the Board of Trustees or any committee(s) or person(s) duly appointed by the Trustees to manage and administer the Plan and Trust.

Fund Office - The Fund Office is located at 1501 Broadway, Suite 1701, New York, New York 10036, telephone number (212) 869-8129. Contact the Fund Administrator at the Fund Office should you have any questions about the Plan or your benefits under the Plan.

Normal Retirement Age - Normal Retirement Age means the later of:

(1) your 65th birthday (if you have at least 5 years of Vesting Service); or

(2) your age on the fifth anniversary of your participation in the Plan.

Participant - A Participant is any Employee who is in Covered Employment or a Former Employee who has earned the right to a pension under the Plan. Participation may be terminated if you leave employment before you earn the right to a pension under the Plan and incur a Break in Service as described in the Section of this booklet entitled "Breaks in Service". When this booklet refers to you, it assumes you qualify as a Participant.

Participation Agreement - A Participation Agreement is a contract between an Employer and the Board of Trustees of the Fund which requires the Employer to pay contributions to the Plan on behalf of its Employees that are not collectively bargained Employees.

Plan Year - The Plan Year is the period from September 1st to the next August 31st, and is the period used to compute vesting requirements, benefit accruals and eligibility requirements. It is also the Plan's fiscal year.

Recognition Agreement - A Recognition Agreement is a written agreement executed by a producing organization in which such organization recognizes the Union as the sole bargaining and labor-management representative of any stage directors or choreographers that such organization may employ.

Service Credit - A Service Credit is the year of credit for Work in Covered Employment. This Work is also referred to as Vesting Service. You will be credited with <u>one</u> year of Service Credit for each Plan Year in which you Worked. Service Credits may be "Pre-Plan Service Credits" or simply "Service Credits," as defined below in the Section of this booklet entitled "Pension Credits and Vesting Service."

Spouse - the term Spouse means your spouse if you were married throughout the one-year period ending either on your Annuity Starting Date or your death, whichever is earlier; however, if you are married for less than one year on your Annuity Starting Date, and you are married for at least a one year period as of your date of death, then your spouse will be deemed a "Spouse" under the Plan.

Trust Agreement - the Trust Agreement is the Agreement and Declaration of Trust establishing the Pension Fund, as amended and restated effective September 1, 1993, and as from time to time thereafter amended by the Trustees pursuant to its provisions.

Union - The Union referred to in this booklet is the Stage Directors and Choreographers Society.

Vested Status – Vested status means you have earned a vested, nonforfeitable right to a pension under the Plan. For further explanation, please refer to the Section of this booklet entitled "Pension Credits and Vesting Service".

Work - Work means a period in which an Employee performed an Hour of Service in Covered Employment.

PARTICIPATION

Participation

You will become a Participant in the Plan immediately upon performing any Work in Covered Employment. However, if you are an Employee of the Union or of the SDC-League Pension and/or Health Fund, you are required to complete 1,000 Hours of Service in order to be eligible to participate in the Plan.

Termination of Participation

If you incur a One-Year Break in Service (see the Section of this booklet entitled "Breaks in Service"), you will cease to be a Participant as of the last day of the Plan Year which constituted the One-Year Break in Service, unless you are a Pensioner, or have acquired the vested right to a pension, whether immediate or deferred.

Reinstatement of Participation

If you lose your status as a Participant in accordance with the above definition of "Termination of Participation," you will again become a Participant as of the date of your re-employment by meeting the above described requirements of Participation.

YOUR PENSION BENEFITS

Regular Pension
As a Participant, you are eligible to receive a Regular Pension when you attain Normal Retirement Age.

The monthly amount of your Regular Pension is based on the terms of the Plan in effect when you separate from Covered Employment (in other words, when you last work under a contract requiring contributions to the Fund). You are deemed to have separated from Covered Employment on the last day of Work in Covered Employment which is followed by a One-Year Break in Service.

Your annual pension benefit is calculated by totaling the employer contributions made on your behalf and multiplying such contributions by the accrual rate in effect at the time such contributions were made (or in some cases, if higher, at the rate in effect when you last worked).

The Benefit Formula for calculating your Regular Pension is as follows:.

A. Age requirement: 65

B. Service requirement: 5 years of vesting service (unless all work under covered employment was completed prior to September 1, 1999, in which case 7 year vesting applies)

C. Amount:

   a. One twelfth of: $500 multiplied by the years of Pre-Plan Service Credit (11 year maximum); **(The term "Pre-Plan Credits" only applies to work performed under a Union Collective Bargaining Agreement prior to the time when contributions were required to be made to the Fund under such agreement. All Service Credits earned after 1976 are simply "Service Credits.")**

   b. Plus 35% of total contributions received on your behalf through February 28, 2006. (**If you separated from service prior to September 1, 2001, the accrual rate will be the rate in effect at the time you last worked under Covered Employment; please call the Fund Office for details)**;

   c. Plus 28% of the contributions received on your behalf between March 1, 2006 and January 31, 2009;

   d. Plus 70% of 28% of the contributions received on your behalf between February 1, 2009 and February 28, 2010;

e. Plus 35% of 28% of the contributions received on your behalf on or after March 1, 2010.

f. The maximum pension is $35,000 per year or the benefit accrued prior to March 1, 2006, if greater.

g. The monthly amount will be the annual amount divided by twelve, and rounded to the next higher dollar amount.

> *Example 1:*
>
> *John reached age 65, his Normal Retirement Age, on August 31, 2010 and applied for his pension effective September 1, 2010. He had 3 Pre-Plan Service Credits, and contributions totaling $20,000 accrued prior to March 1, 2006. John received his Regular Pension on September 1, 2010 as follows:*
>
> *$500 × 3 Pre-Plan Service Credits = $1,500*
> *$20,000 × 35% = $7,000*
> *$7,000 + $1,500 = $8,500*
> *$8,500 ÷ 12 = $708.33*
>
> ***AFTER ROUNDING UP, JOHN'S PENSION WILL BE $709, PAYABLE MONTHLY FOR HIS LIFETIME.***

> *Example 2:*
>
> *John reached age 65, his Normal Retirement Age, on August 31, 2010 and applied for his pension effective September 1, 2010. He did not have any Pre-Plan Service Credits, and had contributions totaling $60,000, accrued as follows:*
> *$30,000 accrued prior to March 1, 2006*
> *$15,000 accrued between March 1, 2006 and January 31, 2009*
> *$10,000 accrued between February 1, 2009 and February 28, 2010*
> *$5,000 accrued after March 1, 2010*
>
> *John received his Regular Pension on September 1, 2010 as follows:*
>
> *$30,000 × 35% =$10,500*
> *$15,000 x 28% = $4,200*
> *$10,000 x 28% x 70% =$1,960*
> *$5,000 x 28% x 35% =$490*
> *$10 ,500 + $4,200 + $1,960 + $490 = $17,150*
> *$17,150 ÷ 12 = $1,429.17*
>
> ***AFTER ROUNDING UP, JOHN'S PENSION WILL BE $1,430, PAYABLE MONTHLY FOR HIS LIFETIME.***

Early Retirement Pension

Effective as of September 1, 2002, you are eligible for an Early Retirement Pension if: (i) you have at least 5 years of Service Credit and (ii) you are at least 62 years of age.

The monthly amount is determined in the same manner as the Regular Pension, reduced by 5/9 of 1% (.556%) for each month by which you are younger than age 65 when your benefit commences.

<u>*An Example*</u>:

Mary reached age 62, on August 31, 2010 and applied for her pension effective September 1, 2010. She had no Pre-Plan Service Credits and had contributions totaling \$35,000 at age 62, due as follows:

\$27,000 accrued prior to March 1, 2006

\$5,000 accrued between March 1, 2006 and January 31, 2009

\$2,000 accrued between February 1, 2009 and February 28, 2010

\$1,000 accrued after March 1, 2010

Mary received her Early Retirement Pension on September 1, 2010 as follows:

\$27,000 × 35% =\$9,450
\$5,000 x 28% = \$1,400
\$2,000 x 28% x 70% =\$392
\$1,000 x 28% x 35% =\$98
\$9,450 + \$1,400 + \$392 + \$98 = \$11,340
\$11,340 ÷ 12 = \$945

65 years - 62 year = 36 months
36 × .556% = 20% reduction factor
\$11,340 - 20% (\$2,268) = \$9,072
\$9,0720 ÷ 12 = \$756

MARY'S PENSION WILL BE \$756, PAYABLE MONTHLY FOR HER LIFETIME.

Another Example:

John reached age 63, on August 31, 2010 and applied for his pension effective September 1, 2010. He had 2 Pre-Plan Service Credits and contributions totaling \$20,000, accrued as follows:
\$18,000 accrued prior to March 1, 2006
\$2,000 accrued between March 1, 2006 and January 31, 2009

John received his Early Retirement Pension on September 1, 2010 as follows:

\$500 × *2 Pre-Plan Service Credits = \$1,000*
\$18,000 x 35% =\$6,300
\$2,000 x 28% = \$560
\$1,000 + \$6,300 + \$560 = \$7,860
65 years - 63 year = 24 months
24 × .556% = 13.34% reduction factor
\$7,860 – 13.34% (\$1048.52) = \$6,811.48
\$6811.48 ÷ 12 = \$567.62

AFTER ROUNDING UP,
JOHN'S PENSION WILL BE \$568,
PAYABLE MONTHLY FOR HIS LIFETIME.

Deferred Pension

You are eligible for a Deferred Pension if you have at least 5 years of Vesting Service Credit.

Generally, a Deferred Pension provides pension benefits if you stop Working in the industry before attaining Normal Retirement Age, but is payable to you when you reach Normal Retirement Age. However, if you have retired and have performed Work on or after September 1, 2002, a Deferred Pension may be payable as an Early Retirement Pension when you reach age 62.

The monthly amount is determined in the same manner as the Regular Pension or the Early Retirement Pension, as the case may be, based on the terms of the Plan in effect when you last worked in Covered Employment.

An Example:

On July 1, 2005, John separated from service with 8 years of Service Credit at age 62. John applied for his pension effective July 1, 2008 (at age 65). As of July 1, 2005, John had 3 Pre-Plan Service

Credits and contributions totaling $20,000. John received his Deferred Pension on July 1, 2008 as follows:

$500 × 3 Pre-Plan Service Credits = $1,500
$20,000 × 35% = $7,000
$1,500 + $7,000 = $8,500
$8,500 ÷ 12 = $708.33.

JOHN'S PENSION WILL BE $709, PAYABLE MONTHLY FOR HIS LIFETIME.

Disability Pension

You are eligible for a Disability Pension if: (i) you become totally and permanently disabled (as defined below) on or after you reach age 50, (ii) you have 5 years of Service Credit, and (iii) you have Worked within 2 years of becoming disabled. The monthly amount of a Disability Pension is determined in the same manner as a Regular Pension. Payment begins once it has been established that you are totally and permanently disabled and payment continues for as long as you are totally and permanently disabled. The amount is based on your actual years of Pre-Plan Service Credit and the contributions received by the Pension Fund on your behalf up to the time of your disability.

An Example:

Mary became totally and permanently disabled and separated from service at age 51 on August 31, 2010 and applied for her pension effective September 1, 2010. She had no Pre-Plan Service Credits and contributions totaling $20,000, due as follows:

$16,000 was accrued prior to March 1, 2006
$3,000 accrued between March 1, 2006 and January 31, 2009
$1,000 accrued between February 1, 2009 and February 28, 2010

Mary received her Disability Pension on September 1, 2003 as follows:

$16,000 × 35% = $5,600
$3,000 x 28% = $840
$1,000 x 28% x 70% = $196
$5,600 + $840 + $196 = $6,636
$6,636 ÷ 12 = $553

MARY'S PENSION WILL BE $553, PAYABLE MONTHLY FOR HER LIFETIME.

How is Disability Determined?
You are deemed to be totally and permanently disabled if the Trustees find that you are totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit. In making this determination, the Trustees may, but are not required to, take into account your award, if any, of Disability Benefits from the Social Security Administration. You may be required to submit to an examination by a physician(s) selected by the Trustees, and re-examination periodically as directed by the Trustees. The Trustees are the sole and final judges of total and permanent disability and entitlement for a Disability Pension.

Non-Duplication of Benefits
Generally, you are not permitted to receive more than one type of pension benefit under this Plan. However, you may receive your pension and a pension as the Spouse of a deceased Pensioner or if you received a Disability Pension and are no longer disabled, you shall cease receiving such Disability Pension but may be entitled to a Regular, Early Retirement or Deferred Pension.

Non-Assignment of Benefits
The benefits that accrue for you under the Plan are intended to help make your retirement years fulfilling and financially comfortable. For this reason, federal laws applicable to the benefits provided by the Plan mandate that the benefits under the Plan cannot be assigned, sold, transferred, or pledged as a security for a loan and they are generally not subject to attachment or execution under a decree of a court or action.

However, there are several exceptions to the rule against assigning benefits. One such exception is for a Qualified Domestic Relations Order ("QDRO"). A QDRO is a court order (or judgment, decree or approved property settlement agreement) issued under a state domestic relations law assigning all or part of your pension benefits to an Alternate Payee (your Spouse or former Spouse, your child, or other dependent) to provide child support, alimony payments and/or property rights to that Alternate Payee.

The Fund Office will notify you if it receives a QDRO that applies to your benefits. The Fund Office has the authority to review a domestic relations order submitted to the Fund to determine whether the order constitutes a QDRO. You may appeal an adverse determination in accordance with Plan provisions set forth in the Section of this booklet entitled "Applying for Benefits." You and your beneficiaries may obtain, without charge, a copy of the procedures governing QDRO determinations under the Plan from the Fund Administrator.

It is important to note that any rights a former Spouse has pursuant to a QDRO with respect to your pension will take precedence over those of any later Spouse.

In addition, with respect to judgments, orders, decrees issued and settlement agreements entered into on or after August 5, 1997, your benefit may be reduced if a court order or requirement to pay arises from: (i) a judgment of conviction for a crime involving the Plan, (ii) a civil judgment (or consent order or decree) that is entered by a court in an action brought in connection with a breach (or alleged breach) of fiduciary duty under

ERISA; or (iii) a settlement agreement entered into by you and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person. The court order, judgment, decree, or settlement agreement must specifically require that all or part of the amount to be paid to the Plan be offset against your Plan benefits.

SERVICE CREDITS AND VESTING SERVICE

You accumulate Service Credit towards eligibility for a pension as follows:

Pre-Plan Service Credit
Generally, you are credited with a year of Pre-Plan Service Credit for each Plan Year in which you performed Work in Covered Employment that meets certain requirements. These credits depend on when you Worked and for whom. In general, for Work performed prior to January 1, 1973, you will be credited with a year of Pre-Plan Service Credit if you worked under a Union collective bargaining agreement prior to the time when contributions were required to be made to the Fund under such agreement.

The maximum number of Pre-Plan Service Credits that can be granted to you is 11 (equivalent to 11 years of Covered Employment). You can only receive one year of Pre-Plan Service Credit for any one Plan Year.

Service Credit
You are credited with a year of Service Credit for each Plan Year in which the Fund is entitled to receive contributions on your behalf for Work in Covered Employment as follows:

1. After December 31, 1972, if such Work is under a minimum basic agreement between the Union and The League of American (New York) Theaters and Producers, Inc.,

2. After April 21, 1974, if such Work is under a minimum basic agreement between the Union and the League of Off-Broadway Theaters,

3. After April 14, 1973, if such Work is under a minimum basic agreement between the Union and The League of Resident Theaters,

4. After the effective date of any Collective Bargaining Agreement or Recognition Agreement entered into between the Union and any other producing organizations providing for pension contributions to the Fund, and

5. After December 31, 1972, if such Work is for the Union, or the SDC-League Pension and Health Funds.

You will also receive Service Credit for qualified military service in accordance with the Code.

You can only receive one year of Service Credit for any one Plan Year.

Years of Vesting Service
General Rule
You are credited with one Year of Vesting Service for each Plan Year during the Contribution Period in which you perform any Work in Covered Employment. This includes periods of Work, if any, before you became a Participant.

Additions
If you Worked for an Employer after August 31, 1976 in a job not covered by this Plan and that employment is continuous with your Work with that Employer in Covered Employment, your employment after August 31, 1976 in such non-covered job will be counted toward a Year of Vesting Service.

Exceptions
You are not entitled to credit towards a Year of Vesting Service for years preceding a Permanent Break in Service, as defined in the Section of this booklet entitled "Breaks in Service".

Vested Status
Vested Status means you have earned a vested, nonforfeitable right to a pension under the Plan. Once you attain Vested Status, you cannot lose your right to a pension under the Plan, even if you stop Working in Covered Employment and incur a Break in Service, as defined in the Section of this booklet entitled "Breaks in Service".

Vesting at Normal Retirement Age
You will become vested immediately when you attain Normal Retirement Age while Working.

Vesting Prior to Normal Retirement Age
If you have at least one Hour of Service on or after September 1, 1999, or you are not covered by a Collective Bargaining Agreement, you attain Vested Status when you earn 5 Years of Vesting Service. Otherwise, you attain Vested Status when you earn 7 Years of Vesting Service. Prior to attaining Vested Status, you will have no vested interest in any benefits under the Plan.

Accrued Vested Status
No amendment to the Plan may take away your Vested Status if you have already earned it at the time of the amendment. In the event an amendment changes the schedule on which you acquire Vested Status, then if you have credit for at least 3 Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) you have the option of achieving Vested Status on the basis of the pre-amendment schedule.

An Example:

Elizabeth began Work in Covered Employment at age 40 on January 1, 1999 and terminated Work on December 31, 2004 at age 46. At the time of her termination, she had 5 Years of Service Credits and 5 Years of Vesting Service. She will be entitled to receive her Regular Pension at age 65, her Normal Retirement Age.

Another Example:

Chris began Work in Covered Employment at age 50 on January 1, 1990 and terminated Work on December 31, 1998 at age 58. At the time of his termination, the Participant had 7 Years of Service Credits and 7 Years of Vesting Service. He will be entitled to receive his Regular Pension at age 65, his Normal Retirement Age.

BREAKS IN SERVICE

One-Year Break in Service
You have a One-Year Break in Service for any Plan Year in which you fail to perform any Work in Covered Employment. Any time counted towards a Year of Vesting Service, as noted in the above section, will be counted in determining whether you have incurred a One-Year Break in Service or a Permanent Break in Service.

<u>*An Example:*</u> *Susan Works in each of two (2) consecutive Plan Years and then fails to Work in the third consecutive year. Susan incurs a One-Year Break in Service at the end of the third year.*

Grace Periods
You will be allowed a grace period from incurring a One-Year Break in Service under the following circumstances:

- If you are compensated under Workers' Compensation for a disability, or if you are disabled, as determined by the Trustees in their sole and absolute discretion. In any case, grace periods for disability shall not be granted for more than 12 months.

- If your Break in Service is attributable to military service as required by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and other applicable law, provided you apply for re-employment within the time required by law and otherwise comply with any procedures established by law and by the Trustees.

- If your Break in Service is attributable to an absence from Covered Employment by reason of the following: your pregnancy, the birth of your child, the placement of a child with you in connection with adoption, the care of such child for a period beginning immediately following such birth or placement, or any leave of absence covered by the Family and Medical Leave Act ("FMLA").

A One-Year Break in Service can be repaired if, before incurring a Permanent Break in Service, you return to Covered Employment and earn a Year of Vesting Service.

Permanent Break in Service
A Permanent Break will be incurred under the following circumstances:

- You have earned less than 3 Years of Vesting Service and you incur 5 or more consecutive One-Year Breaks in Service, or

- You have (i) earned at least 3 but less than 5 Years of Vesting Service, and (ii) incurred 10 or more consecutive One-Year Breaks in Service.

If you have 5 or more Years of Vesting Service, you will not incur a Permanent Break in Service and your Vested Status gives you a nonforfeitable right to a benefit.

If you incur a Permanent Break in Service, all of the Service Credits and Years of Vesting Service that you accrued up to your Permanent Break in Service are canceled and cannot be returned to you. Also, your Participation in the Plan is canceled and any new Participation is subject to the rules of Participation, as described in the Section of this booklet entitled "Participation."

An Example:

From September 1, 2003 through August 31, 2005, Frank earns 2 Years of Vesting Service. From September 1, 2005 through August 31, 2010 Frank does not Work in Covered Employment at all and he earns no Vesting Service. When Frank returns to Work on September 1, 2010 his 2 Years of Vesting Service have been canceled and any Service Credits he had (Past or Future) as of August 31, 2010 are also canceled and cannot be returned.

Another Example:

From September 1, 1997 through August 31, 2001, Sally earns 4 Years of Vesting Service. She fails to Work in Covered Employment for the next 9 consecutive Plan Years. On September 1, 2010 she returns to Work in Covered Employment and earns a Year of Vesting Service in the tenth year following the last year, 2001, in which she Worked. Because she returned to Work prior to having ten consecutive One-Year Breaks in Service, Sally did not lose her 4 Years of Vesting Service; she earned her fifth Year of Vesting Service in the year she returned to Work, and she attained Vested Status.

FORMS OF PAYMENT

How Is Your Pension Benefit Paid?
The various pensions described in this booklet are intended to be paid to you on a monthly basis for the remainder of your life. There are, however, several options which enable you to modify your monthly pension benefit so that it will also provide for your Spouse or any other Beneficiary you choose. With most of these other options, you will still receive monthly payments for the remainder of your life, but the amount you receive may be reduced so that the optional form of payment you choose can also be provided.

If you are single when you apply for benefits, your automatic form of payment will be a Single Life Annuity Pension payable on a monthly basis for your lifetime. If you are married, your automatic form of payment will be a Participant and Spouse Pension, as described below. If you (and your Spouse, if applicable) properly reject your automatic form of payment, you may elect to have your benefit paid in the form of a 50%, 75%, or 100% Contingent Annuitant Pension, described later in this section. If you fail to file a completed application for benefits on a timely basis (see "Applying for Benefits") the Plan will pay your benefit automatically in the form of a Participant and Spouse Pension and will assume you have been married for at least one year and that you are 3 years older than your Spouse, unless you prove otherwise.

Participant and Spouse Pension
If you are married to a "Spouse" (as defined in the Glossary) on the date your benefits commence, your benefits will be paid in the form of a Participant and Spouse Pension, unless you <u>and</u> your Spouse filed with the Trustees a valid rejection of that form of pension with Spousal consent (these are described below). This form of pension provides a reduced lifetime pension for you, and upon your death, a lifetime pension for your surviving Spouse. The monthly benefit paid to your surviving Spouse is equal to one half of the reduced monthly benefit paid to you.

In addition, if you are married and before your death you and your Spouse have not rejected the Participant and Spouse Pension, your Spouse may elect to receive either: (i) the Participant and Spouse Pension or (ii) a lump sum payment equal to the greater of a) the actuarial equivalent of the Participant and Spouse Pension or b) the difference between 50% of the contributions received by the Fund on your behalf and the amount of pension payments you have received.

To be deemed a "Spouse" that is eligible for the Participant and Spouse Pension, your Spouse must be married to you throughout the year ending on the earlier of your Annuity Starting Date or the date of your death. If you marry within the twelve months preceding your Annuity Starting Date, you may also be eligible to receive the Participant and Spouse Pension. However, if you die before you were married for a full year, your surviving Spouse will not receive the Participant and Spouse Pension. Please note that a Spouse to whom you are married for less than one year prior to your death may be eligible, as your designated Beneficiary, to receive a death benefit. Please refer to the Section of this booklet entitled "Pre-Retirement Death Benefits" or "Post-Retirement Death Benefit" as the case may be.

The Fund Office will provide you with a written explanation of the Participant and Spouse Pension, and the consequences of rejecting the Participant and Spouse Pension, between 30 and 180 days before your Annuity Starting Date.

In order to provide coverage for your Spouse, the amount of your pension will be reduced as follows:

If you receive a Participant and Spouse Pension, the amount payable to you is equal to 88% of the monthly Regular Pension amount (or 77.5% of the monthly Disability Pension amount) you would have received had you not been married, increased by 0.4% for each whole year your Spouse is older than you or decreased by 0.4% for each whole year your Spouse is younger than you. However, the resulting percentage shall not be greater than 99% or less than 0%.

<u>An Example</u>:

If Dan is age 65 and his Spouse is age 63 when his Regular Pension of $1,000 per month commences, the amount of his Regular Pension will be equal to 88% of the monthly Regular Pension amount reduced by 0.8% for the two whole years Dan's Spouse is younger than he is, equal to 87.2% (or total reduction of 12.8%) of his $1,000 per month benefit as follows:

$1,000 × 12.8% = $128
$1,000 - $128 = $872.

DAN'S BENEFIT WILL BE $872, PAYABLE MONTHLY FOR HIS LIFETIME.

WHEN DAN DIES, DAN'S SPOUSE WILL RECEIVE $436 (50% OF DAN'S BENEFIT), PAYABLE MONTHLY FOR HER LIFETIME.

Please remember that your benefits will automatically be paid in the form of a Participant and Spouse Pension, unless you <u>and</u> your Spouse file a valid rejection with Spousal consent with the Fund Office (or where a Qualified Domestic Relations Order requires that your entire benefit be paid in such form to an ex-Spouse. See the Section of this booklet entitled "Applying for Benefits" for a discussion of these Orders).

Before your Annuity Starting Date and, generally, up to 180 days after you receive the written explanation of the Participant and Spouse Pension, you and your Spouse may reject the Participant and Spouse Pension in writing, signed by both you and your Spouse, on the form(s) provided by the Fund Office.

However, your first payment in a form other than a Participant and Spouse Pension may occur less than 30 days after receipt of the written explanation if: (i) you have been given information stating that you have at least 30 days to consider waiving the Participant and Spouse Pension and electing (with Spousal consent) another form of benefit; (ii) you are permitted to revoke any election to receive another form of benefit at least until your first pension payment occurs or, if later, at any time within 7 days of receiving the explanation of the Participant and Spouse Pension; and (iii) your first pension payment occurs later than when the written explanation was provided to you.

You must follow all of the following rules in order to properly reject the Participant and Spouse Pension.

- *Specify the alternate form of pension that you wish to receive and identify a specific Beneficiary(ies) (if any);*

- *Your Spouse must consent in writing on the form(s) provided by the Fund Office to your receiving an alternate form of payment and to the specific Beneficiary(ies) (if any) you have chosen (if that Beneficiary is not your Spouse). Your Spouse's consent statement should specify whether he/she is allowing to change your Beneficiary(ies) without his/her consent.*

- *Your Spouse's consent must state that he or she understands the meaning and financial effect of the decision, and must be witnessed by a notary public or Plan representative;*

- *You cannot change the Beneficiary or payment method without additional Spousal consent (unless the change is back to a Participant and Spouse Pension or to name your Spouse as Beneficiary); and*

- *You and your Spouse must sign the form no earlier than 180 days before the Annuity Starting Date of your pension.*

A Spouse may not revoke consent once it is given, unless you revoke the rejection to which the Spousal consent relates. A Spouse's right to the Participant and Spouse Pension and payment of the Participant and Spouse Pension is not affected by your subsequent divorce or separation, except as provided in a Qualified Domestic Relations Order (see the Section of this booklet entitled "Your Pension Benefits" for a discussion of these Orders).

If you are unable to locate your Spouse after diligent efforts, or your Spouse's consent cannot be obtained due to extenuating circumstances, the Participant and Spouse Pension may, at the Trustees' discretion, be waived without the above rejection and consent. In these situations, you must submit adequate proof of your inability to obtain Spousal consent, in the form and manner as may be requested by the Trustees.

Generally, once your pension benefits begin, you cannot change your decision about the Participant and Spouse Pension. If your Spouse dies or if you are divorced after your pension benefits begin, your reduced pension amount cannot generally be changed.

Contingent Annuitant Pensions

If you and your Spouse reject the Participant and Spouse Pension (or if you are not eligible for the Participant and Spouse Pension) and you do not want the Single Life Annuity Pension, you may elect, on forms provided by the Fund Office, to have your Regular Pension or your Disability Pension paid in the form of a Contingent Annuitant Pension. A Contingent Annuitant Pension provides a reduced monthly pension to you for your life, and upon your death an amount equal to 50% 75%, or 100% (whichever you elect) of the monthly amount that was paid to you will be paid to your Beneficiary(ies) for his or her lifetime(s). You may designate up to three Beneficiaries for the purpose of this form of payment. A Contingent Annuitant Pension is effective only if you are alive on the Annuity Starting Date and you received at least one pension payment during your lifetime.

At any time prior to your Annuity Starting Date, you may revoke your election to receive your benefit as a Contingent Annuitant Pension by filing written notice with the Trustees.

- **50% Contingent Annuitant Pension**
  If you choose the 50% Contingent Annuitant Pension option, the amount payable to you is equal to 88% of the monthly Regular Pension amount (or 77.5% of the monthly Disability Pension amount) you would have received if you had not elected a Contingent Annuitant Pension and had not been married, increased by 0.4% for each whole year the Beneficiary(ies) is older than you, or decreased by 0.4% for each whole year by which you are older than the Beneficiary(ies). However, the resulting percentage shall not be greater than 99% or less than 0%.

- **75% Contingent Annuitant Pension**
  If you choose the 75% Contingent Annuitant Pension option the amount payable to you is equal to 83% of the monthly Regular Pension amount (or 70% of the monthly Disability Pension amount) you would have received had you not elected the Contingent Annuitant Pension and you had not been married, increased by 0.5% for each whole year the Beneficiary(ies) is older than you, or decreased by 0.5% for each year the Beneficiary(ies) is younger than you. However, the resulting percentage shall not be greater than 99% or less than 0%.

- **100% Contingent Annuitant Pension**
  If you choose the 100% Contingent Annuitant Pension option the amount payable to you is equal to 79% of the monthly Regular Pension amount (or 63% of the monthly Disability Pension amount) you would have received had you not elected the Contingent Annuitant Pension and you had not been married, increased by 0.6% for each whole year the Beneficiary(ies) is older than you, or decreased by 0.6% for each year the Beneficiary(ies) is younger than you. However, the resulting percentage shall not be greater than 99% or less than 0%.

__*An Example:*__

If Bob is age 65 and single, elects a 50% Contingent Annuitant Pension payable to Tom who is age 63, his Regular Pension of $1,000 per month will be reduced to 88% less 0.8% (for the two whole years Tom is younger than Bob) of the monthly amount, equal to 87.2% (or a total reduction of 12.8%) of his $1,000 per month benefit as follows:

$1,000 × 12.8% = $128
$1,000 - $128 = $872.

BOB'S BENEFIT WILL BE $872, PAYABLE MONTHLY FOR HIS LIFETIME. WHEN BOB DIES, TOM WILL RECEIVE $436 (50% OF BOB'S BENEFIT), PAYABLE MONTHLY FOR HIS LIFETIME.

IF BOB HAD ELECTED A 75% CONTINGENT ANNUITANT PENSION PAYABLE TO TOM, HIS REGULAR PENSION OF $1,000 PER MONTH WOULD BE REDUCED TO 83% LESS 1.0% (FOR THE TWO WHOLE YEARS TOM IS YOUNGER THAN BOB) OF THE MONTHLY ANNUITY EQUAL TO 82% (OR A TOTAL REDUCTION OF 18%) OF HIS $1,000 PER MONTH BENEFIT AS FOLLOWS:

$1,000 X 18% = $180
$1,000 - $180 = $820

BOB'S BENEFIT WILL BE $820, PAYABLE MONTHLY FOR HIS LIFETIME. WHEN BOB DIES, TOM WILL RECEIVE $615 (75% OF BOB'S BENEFIT), PAYABLE MONTHLY FOR HIS LIFETIME.

IF BOB HAD ELECTED A 100% CONTINGENT ANNUITANT PENSION PAYABLE TO TOM, HIS REGULAR PENSION OF $1,000 PER MONTH WOULD BE REDUCED TO 79% LESS 1.20% (FOR THE TWO WHOLE YEARS TOM IS YOUNGER THAN BOB) OF THE MONTHLY ANNUITY EQUAL TO 77.8% (OR A TOTAL REDUCTION OF 22.2%) OF HIS $1,000 PER MONTH BENEFIT AS FOLLOWS:

$1,000 X 22.2% = $222
$1,000 - $222 = $778

BOB'S BENEFIT WILL BE $778, PAYABLE MONTHLY FOR HIS LIFETIME. WHEN BOB DIES, TOM WILL ALSO RECEIVE $778 (100% OF BOB'S BENEFIT), PAYABLE MONTHLY FOR HIS LIFETIME.

Automatic Lump Sum Payments for Small Pensions
If the total pension benefit payable to you or your Beneficiary(ies) has an actuarially determined value of less than $5,000 it will be automatically paid out in a lump sum.

Pre-Retirement Death Benefits
Spousal Survivor's Benefit
If you are married and you die after attaining Vested Status but before receiving any pension payments, your Spouse may elect to receive a survivor's pension beginning in the month following the month of your death. The amount of this pension will be the same amount your Spouse would have been entitled to under the Participant and Spouse Pension assuming an Annuity Starting Date immediately preceding your death. Alternatively, your Spouse may elect to be paid a death benefit in a lump sum equal to the greater of 50% of the contributions receivable by the Fund on your behalf or the actuarial equivalent of the Participant and Spouse Pension.

Alternatively, your Spouse may elect to receive a lump sum payment equal to the greater of 50% of the contributions receivable by the Fund on your behalf or the actuarial equivalent of the Participant and Spouse Pension.

Your Spouse may elect to defer receipt of benefits to a date which is no later than the date you would have reached age 70½.

Death Benefit Where You Have No Spouse or Spousal Survivor's Pension Rejected
If you do not have a Spouse and you die after attaining Vested Status but before receiving benefits, or if you have a Spouse and, before your death, both you and your Spouse properly rejected the Spousal survivor's pension, your Beneficiary (which may include a spouse of less than one year) may elect one of the following death benefits:

(i) survivor's pension beginning in the month following the month of your death (provided that payment begins by the end of the year following the year of your death). The amount of the pension is determined as if you retired on a 50% Regular Contingent Annuitant Option assuming an Annuity Starting Date immediately preceding your death; or

(ii) lump sum payment equal to the greater of 50% of the contributions receivable by the Fund on your behalf or the actuarial equivalent of the 50% Regular Contingent Annuitant Option.

You and your Spouse may reject the survivor's pension in the same manner you would reject a Participant and Spouse Pension, as described above. Your rejection must be made during the "election period." The "election period" begins on the first day of the Plan Year in which you reach age 35, or, if later, on the date your participation in the Plan commences, and ends on the date of your death or the date your benefit payments commence, whichever is later. You will receive an explanation from the Fund Office regarding this survivor's pension and your right to reject this pension.

Your designated Beneficiary will receive an explanation from the Fund Office, within 90 days after the Fund has received notice of your death, regarding the terms of these death benefits, the right to make such election, and the general financial effect of each option.

If you should die before designating a Beneficiary, or if your designated Beneficiary dies before you, the death benefit will be paid to your estate.

Post-Retirement Death Benefits

If you are receiving pension payments in the form of a Contingent Annuitant Option, your Beneficiary may elect to receive either the continued annuity payments or a lump sum payment equal to the greater of the actuarial equivalent of the continued annuity payments or the difference between 50% of the contributions received by the Fund on your behalf and the amount pension payments you have received.

In addition, if you are receiving pension payments and have a Spouse and before death you and your Spouse have not rejected the Participant and Spouse Pension, your Spouse may elect to receive either the Participant and Spouse Pension or a lump sum payment equal to the greater of the Actuarial Equivalent of the Participant and Spouse Pension or the difference between 50% of contributions received by the Fund on your behalf and the amount of pension payments you have received.

Beneficiary Designation

The Fund Office must be notified, on forms provided by the Fund Office, of the person(s) you would like to designate as your Beneficiary. You may change or revoke any of your Beneficiary designations at any time before you retire and each new designation filed will automatically supersede and cancel any previous designation(s). However, no designation or change of Beneficiary shall be effective unless and until a properly completed form is actually received by the Fund Office prior to your death. Please be certain to check periodically with the Fund Office regarding your Beneficiary designation to ensure the information on file conforms with your present intentions.

If you are married, your Spouse's consent witnessed by a notary public or Plan representative (as described above in connection with the rejection of a Participant and Spouse Pension) must be provided if you designate a Beneficiary (or Beneficiaries) other than your Spouse. If you die without designating a Beneficiary, or if your designated Beneficiary predeceases you, any death benefits payable under the Plan on your behalf shall be paid to your estate.

Direct Rollovers

You should be aware that if you, your surviving Spouse, your former Spouse that is an Alternate Payee under a QDRO, or your designated Beneficiary receive your pension benefit in a lump sum or in periodic payments of less than 10 years duration, under current tax laws the benefit will be subject to an automatic 20% federal tax withholding. The remaining 80% will be distributed to you, your Spouse or other Beneficiary in accordance with your benefit election. The Plan will not be required to withhold the 20% if you elect to have your benefit directly rolled over into an Individual Retirement Account ("IRA") or other eligible retirement plan or, on your death, your Spouse, former

Spouse, Alternate Payee, or Beneficiary elects to have your benefit directly rolled into an IRA. You will receive additional information on such "eligible rollover distributions" when you apply for a benefit, from the Fund Office. However, please contact a qualified tax advisor for more information regarding the tax treatment of your benefits.

ABOUT RETIREMENT, WORK AFTER RETIREMENT AND SUSPENSION OF BENEFITS

What is Retirement?
When you stop Working in Covered Employment and begin receiving a pension benefit from the Plan you are considered to be in retirement. While you are retired you will receive monthly pension checks unless you resume Work in "Post-Retirement Service."

What is Post-Retirement Service?
Post-Retirement Service means the performance of Work for at least 8 days in a calendar month in an industry covered by the Plan, in the geographic area covered by the Plan, or in any occupation or trade or craft covered by the Plan at the time your pension payments commenced or would have commenced if you had not remained in or returned to employment. However, if a Participant Worked only in a skilled trade or craft, that is, as a stage director or choreographer, such employment is Post-Retirement Service only if it is in Work that involves the skill(s) of that trade or craft directly or, as in the case of supervisory Work, indirectly. In any event, Work for which your Employer is required to make contributions will always qualify as Post-Retirement Service.

Your pension payments will be suspended for each month you Work (or are paid for) at least 8 days, as indicated above, but any Post-Retirement Service will be credited for purposes of benefit accrual. However, your pension benefits will not be suspended after the April 1st of the year following the year in which you reach age 70½.

You will be notified if your benefits are suspended (including a notice if you continue to work after Normal Retirement Age). This notice will include the specific reason(s) for the suspension, a copy of the relevant Plan provisions, reference to applicable law, an explanation of how to get your benefits suspension reviewed, your obligations to notify the Fund Office when your Post-Retirement Service ends, and whether the Fund Office intends to recover prior overpayments by offset.

You may request that the Trustees waive suspension of benefits. It is within the Trustees' sole and absolute discretion to decide whether to do so and what, if any, limitations to place on such waiver.

What Happens if You Were Paid Benefits While You Were Working In Post-Retirement Service?
Benefit overpayments made to you while you were Working in Post-Retirement Service must be repaid to the Fund and can be collected by the Fund by garnishing up to 25% of the pension payments you begin to receive subsequent to the cessation of Work in Post-Retirement Service (however, up to 100% of the first of such pension payments may be

withheld). These deductions may be made from payments to your Beneficiary or Spouse, if any, should you die before the Fund recoups all overpayments.

Whom Should You Notify if You Work In Post-Retirement Service?

You must inform the Fund Office in writing within 30 days after you begin Working in any type of Work that is or may be considered Post-Retirement Service, whether or not you have completed 8 days of Work. If you Work in Post-Retirement Service and do not timely notify the Fund Office, the Trustees may assume that you Worked (or you were paid) in excess of 8 days during the calendar month. If you need assistance in determining whether the Work you are doing qualifies as Post-Retirement Service, contact the Fund Office. You must also notify the Fund Office when you cease Post-Retirement Service. The Fund Office will withhold benefit payments until it receives such notice. Generally, the initial monthly payment due when your Post-Retirement Service ceases shall be made no later than the first day of the third calendar month after the month in which you stopped such Work.

Can You Return to a Job Which Is Not Considered Post-Retirement Service?

You may work in any other work which is not considered Post-Retirement Service and your pension payments will not be suspended.

APPLYING FOR BENEFITS

Filing an Application
A pension must be applied for in advance of your Annuity Starting Date on an application which will be provided to you by the Fund Office, at your request. You are urged to file your application as soon as you decide on your intended retirement date; the Fund Administrator requests that you file your application for benefits at least three months prior to your Annuity Starting Date to ensure that your payments may begin on time. Early filing will avoid delay in the processing of your application and payment of benefits.

You may elect, in writing, to delay your Annuity Starting Date. However, you cannot postpone the commencement of benefits to a date later than the April 1 following the year in which you reach age 70½, whether or not you continue to Work in Covered Employment.

Claims and Appeals Procedures
If your claim for benefits is denied, in whole or in part, or any other adverse benefit determination has been made, the Fund Administrator will notify you (or your duly authorized representative) within 90 days of receiving your claim (or within 45 days if it is a claim for Disability Pension).

For all claims other than Disability Pension claims, the 90-day period may be extended for an additional 90 days if special circumstances require extra time to process your claim. You will receive written notice of the extension and the reasons for it, as well as the date by which the Fund Administrator expects to make the benefit determination, before the end of the initial 90-day period.

In the case of a claim for a Disability Pension, there may be two extension periods of up to 30 days each, provided that the Fund Administrator determines that such an extension is necessary due to circumstances beyond the control of the Plan. In the event of such an extension, notice of the extension will be provided to you before expiration of the initial 45-day period (or before expiration of the first 30-day extension, in the case of a second extension). The notice will explain the circumstances requiring the extension and inform you of the date by which the Fund Administrator expects to make a decision. The notice will also specifically explain the standards on which entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days in which to provide the specified information.

In the case of a claim for a Disability Pension, if an extension is required 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 the extension notice is sent to you until the earlier of: (i) the date on which you respond to the Fund Administrator request for additional information, or (ii) expiration of the 45-day period within which you must provide the requested additional information.

If your claim for a benefit is denied, in whole or in part, or any other adverse benefit determination has been made, you will be sent written or electronic notice explaining:

- the specific reason(s) for the denial or other adverse benefit determination,
- the exact plan provision(s) on which the decision was based,
- what additional material or information is needed to process your claim and why such material or information is needed, and
- what procedures you should follow to get your claim reviewed again by the Fund Administrator, and the time limits applicable to such procedures.

If your claim is denied, or any other adverse benefit determination is made, you have a right to request a review of that determination. In order to do so, you (or your authorized representative) must, within 60 days after you receive the notice of denial (or within 180 days if your claim is for a Disability Pension), submit your written request for review to the Fund Administrator. In connection with your request for review, you (or your authorized representative) may submit written comments, documents, records or other information relating to your claim. In addition, you will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records and other information relevant to your claim. The review will take into account all comments, documents, records and other information you submit relating to your claim.

A decision on review will be made by the Trustees (or a committee designated by the Trustees, which may not include the Fund Administrator or a person or entity subordinate to the Fund Administrator) at their next regularly scheduled meeting following receipt of the request for review, unless the request is received by the Fund Office less than 30 days prior to the next regularly scheduled meeting. If such appeal is received by the Fund Office less than 30 days prior to the next regularly scheduled meeting, no decision shall be made on such appeal until the second regularly scheduled meeting following receipt of such appeal. If special circumstances require an extension of time for processing the request for review, the decision may be made at the third meeting following receipt of such appeal, provided that you are notified in advance of any such extension. The notice will describe the special circumstances requiring the extension, and will inform you of the date as of which the determination will be made.

With regard to claims for a Disability Pension and all other pension claims, if an extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination on review will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Trustees' request for information.

You will be sent notification of the determination on review in writing or electronically no later than five (5) days after such decision is made. If an adverse benefit determination is made on review, the notice will include the specific reason(s) for the determination, with references to the specific plan provisions on which it is based. All decisions on review are final and binding on all parties.

As noted in the Introduction of this booklet, the Trustees, or any of their duly authorized designee(s), reserve the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, the Trust Agreement and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan or the Trust (and the investment of Plan assets), including decisions made in connection with your benefits application. All determinations made by the Trustees, or any of their duly authorized designee(s), with respect to any matter arising under the Plan, the Trust Agreement and any other Plan documents (including an application for benefits) shall be final and binding on all affected Plan Participants (and their Beneficiaries).

PLAN AMENDMENT, TERMINATION AND INSURANCE

What Happens if the Plan Is Amended?
The Trustees reserve the right, in their sole and absolute discretion, to amend or modify this Plan from time to time. If the Plan is modified, it will not affect your right to any benefit to which you have already become vested, nor to any benefit you have accrued under the Plan.

What Happens if the Plan Is Terminated?
The Trustees reserve the right, in their sole and absolute discretion, to terminate this Plan, in whole or in part, at any time and for any reason. In addition, a Contributing Employer may cease participation in the Plan at any time (subject to the terms of its Collective Bargaining Agreement). If the Plan is terminated, in whole or in part, it will not affect your right to any benefit to which you have already become entitled. In addition, if you are an affected Participant, you will become 100% vested in any benefit you have accrued to the extent that funds are available in the Trust to pay for such benefit.

Allocation of Benefits
Plan assets will be allocated to benefit categories in a particular order. Beginning with the benefit category that has first claim on Plan assets, payments will be made for:

- *benefits for retirees or beneficiaries that are or could have been in effect as of the beginning of the three-year period ending on the Plan's termination date,*
- *benefits generally guaranteed under ERISA,*
- *benefits that are nonforfeitable (vested) under the Plan, and*
- *all other benefits under the Plan.*

Plan assets will be allocated to these categories, in the order indicated, until Plan assets run out. In certain circumstances your benefits might be required to be paid to your Spouse, former Spouse or child under the terms of a QDRO (refer to the Section of this booklet entitled "Non-Assignment of Benefits").

Pension Benefit Guaranty Corporation
Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $5 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; and (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W. Suite 930, Washington, D.C. 20005-4026, or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http:// www.pbgc.gov.

MISCELLANEOUS

New Employers
No new Employer shall be admitted to the Plan except upon approval by the Trustees. The Trustees may, in their sole and absolute discretion, require those terms and/or conditions of Employer participation as the Trustees deem necessary to preserve the actuarial soundness of the Plan and the Fund and preserve the equitable relationship with the contributions required from other Employers and the benefits provided to their Employees.

Maximum Benefits
In general, your benefits under the Plan are subject to annual maximums (as set forth in the Plan). Those maximums are increased annually in accordance with the Internal Revenue Code and related Internal Revenue Service rulings and regulations.

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). ERISA provides that you are entitled to:

- Receive information about the Plan and your benefits
- Prudent actions by Plan fiduciaries
- Enforce your rights, and
- Assistance with your questions.

Receiving Information About the Plan and Your Benefits:

You have the right to:

- Examine, without charge, at the Fund Administrator's office (and at other specified locations) all documents governing the Plan, including insurance contracts and collective bargaining agreements (if applicable), 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 (EBSA).

- Obtain, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements (if applicable), and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Fund Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's financial report. The Fund Administrator is required by law to automatically furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to secure a right to collect a pension. This statement must be requested in writing, and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries:

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforcing 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. For a description of the Fund's claims procedures see the Section of this booklet entitled "Claims and Appeals Procedures."

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 Fund Administrator to provide materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Fund Administrator. In addition:

- 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.
- 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 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 the costs and fees, for example, if it finds your claim is frivolous.

Notwithstanding anything in the Plan to the contrary, you may not bring action in federal court regarding a denied claim for benefits until you have exhausted all appeals available under the Plan, as set forth herein.

Getting Assistance With Your Questions:

If you have questions about the Plan, you should contact the Fund 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 Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration, (a.k.a. the Pension and Welfare Benefits 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.

ADMINISTRATIVE INFORMATION

The Fund Office will help you resolve any questions you might have about your rights to benefits. All Plan Documents and related information are available in the Fund Office if you wish to study these materials.

General Information:

The Fund is maintained pursuant to Collective Bargaining Agreements between the Union and various Employers.

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Trust Agreement and the Plan and are held in a trust fund for the purpose of providing benefits to covered Employees and their Beneficiaries and defraying reasonable expenses of the Fund. The Fund's assets and reserves are held in custody by Amalgamated Bank.

The following information will properly identify your Plan:

Official Name of the Plan:

SDC-League Pension Plan

Plan Number:
001

Type of Plan:

Defined Benefit Pension Plan

Plan Trust Fund:

SDC-League Pension Fund

Plan Funding:

Contributions are made to the Fund by Employers in accordance with the terms of the Collective Bargaining Agreement or other agreement. The Plan is financed wholly from those Employer contributions and from the income and earnings on the Plan's investments.

Name of Sponsoring Employee Organization:

Board of Trustees of the SDC-League Pension Fund
1501 Broadway, Suite 1701
New York, New York 10036
(212) 869-8129
(800) 317-9373

Custodian:

Amalgamated Bank

Plan Administration:

The Plan is self-administered by the Board of Trustees which is the Official Fund Administrator of the Fund. You may contact the Fund Administrator, the person who manages and administers the Fund on a day-to-day basis, at 1501 Broadway, Suite 1701, New York, New York 10036, telephone number (212) 869-8129 or (800) 317-9373.

Board of Trustees:

1501 Broadway, Suite 1701
New York, New York 10036
(212) 869-8129
(800) 317-9373

Investment Managers:

Fiduciary Asset Management, Rothschild Asset Management, Inc., Amalgamated Bank, UBS Realty Investors LLC (and/or other investment manager(s) selected by the Board of Trustees)

Participating Employers:

The Fund Office has a list of participating Employers and will provide you, upon written request directed to the Fund Administrator, with names and addresses of those participating Employers.

Employer Identification Number (EIN):

13-6634482

Plan and Fiscal Year:

September 1 - August 31

Agent for Service of Legal Process:

Board of Trustees
SDC-League Pension Fund
1501 Broadway, Suite 1701
New York, New York 10036
(212) 869-8129
(800) 317-9373

The Fund Administrator and any Trustee (but not an Alternate Trustee) may also be served with Legal Process.