

THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN

SUMMARY PLAN DESCRIPTION
2019

Theatrical Stage Employees Union, Local No. 27
Defined Benefit Pension Plan

24600 Center Ridge Road, Suite 481
Westlake, Ohio 44145
Tel (440) 641-1452
Fax (440) 641-1453

Dear Pension Plan Participant:

The Board of Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (Plan) is pleased to provide you with a revised Summary Plan Description (SPD), which describes your benefits under the Plan as of January 1, 2019. This booklet is applicable generally to Plan Participants who have engaged in Covered Employment under the Plan on or after that date. Otherwise, please contact the Fund Office for Plan documents which are relevant to your benefits.

We encourage you to read this SPD carefully as it summarizes the most important features of the Plan. Please understand that no general explanation of a complicated plan document can adequately provide you with all the details of the Plan. This does not change or expand the terms of the Plan and, in the event there is any conflict between this summary and the official text of the Plan, the Plan text will govern. Your rights can only be determined by referring to the official text of the Plan. We urge you to read the official Plan text thoroughly and carefully.

Please note that the existence of the Plan is not an offer or contract of employment, nor does it limit your employer's ability to end your employment. Additionally, as described in more detail in this booklet, the Board of Trustees reserves the right, in their sole and absolute discretion, to change or end the Plan at any time. As is also described in this SPD and the Plan text, the Board of Trustees retains the sole and absolute discretion to interpret the Plan and to make all determinations regarding the Plan and the benefits payable from the Plan. The Board of Trustees' decisions will be final, binding and conclusive to all parties.

The Board of Trustees is extremely proud to be involved in the administration of this Plan, which we trust you will agree provides valuable benefits for you and your family.

Sincerely,

Board of Trustees
Theatrical State Employees Union, Local No. 27
Defined Benefit Pension Plan

Theatrical Stage Employees Union, Local No. 27

Defined Benefit Pension Plan

24600 Center Ridge Road, Suite 481

Westlake, Ohio 44145

Tel (440) 641-1452

Fax (440) 641-1453

Board of Trustees

UNION TRUSTEES

Kevin Austin

24600 Center Ridge Road, Suite 481

Westlake, Ohio 44145

Cean Carmichael

24600 Center Ridge Road, Suite 481

Westlake, Ohio 44145

MANAGEMENT TRUSTEES

Penny Zaletel

24600 Center Ridge Road, Suite 481

Westlake, Ohio 44145

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SUMMARY PLAN DESCRIPTION

1. Introduction

Throughout this Summary Plan Description (SPD), several capitalized words which have distinct and technical meanings are used. The definitions of these capitalized words can be found in the Glossary of Defined Terms found at the end of this SPD. We urge you to review these definitions. Please note that the first time a defined term is used in this SPD, it appears in **boldface** print.

In addition, whenever you see the words “you” or “your” in this SPD, it means a **Participant** in the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan.

Finally, various sections of this SPD refer to the Restatement of the **Pension Plan** or the “Plan text” for a complete explanation of certain aspects of the Plan. The SPD is a general description of the terms of the Plan Restatement, and in the event that any of the terms of the SPD conflict with the Restatement, the terms of the Restatement override the SPD.

2. Eligibility and Participation

2.1 Eligibility

You are eligible to participate in this **Plan** if your employer is required to make contributions to this Plan on your behalf according to a collective bargaining agreement (or other written agreement). A list of all current contributing employers is available at the **Fund Office** for your review. In addition, you may contact the Fund Office to ask whether or not a particular employer is a contributing employer.

2.2 Participation

You will become a Participant on the earliest July 1st or January 1st following the 12-month period in which you first complete 1,000 **Hours of Service**. The initial 12-month period will begin with the date on which you first complete an Hour of Service. The second 12-month period will begin with the following January 1st, regardless of whether you completed 1,000 Hours of Service in the initial 12-month period. If you complete 1,000 Hours of Service within the initial 12-month period and the second 12-month period, you will be credited with two years of service for purposes of eligibility to participate in the Plan.

If you incur a one-year **Break in Service**, you will no longer be a Participant as of the first day of the calendar year in which the break occurs, unless you are a **Pensioner** or vested. A Break in Service may be repaired if you return to Covered Employment before a **Permanent Break in Service**, as explained in Section 3.03 of this SPD. An Employee who is no longer a Participant will again become a Participant (retroactive to the date of reemployment) by meeting the Participation requirements mentioned above in a subsequent 12-month period.

3. **Pension Credit and Vesting Credit**

3.1 **General**

The amount, timing and eligibility for the various benefits provided under the Plan are based on the amount of **Credited Service** and **Vesting Service** which you earn under the Plan. You earn Credited Service and Vesting Service based on your Hours of Service (and certain other periods of employment or absence from employment as specified in the Plan). You will earn one Year of Credited Service and one Year of Vesting Service for each Plan Year in which you have at least 1,000 Hours of Service. Please note that what constitutes an Hour of Service may be different for purposes of Vesting Service, Credited Service, and eligibility.

3.2 **Vesting Under the Plan**

Your Vesting Service determines your **Vested Status**. With Vested Status you cannot lose the Years of Credited Service or Years of Vesting Service you have earned, and you will have a nonforfeitable right to a Plan benefit (based on your Years of Credited Service accumulated in accordance with the provisions set forth below). Vested Status means one of the following has occurred:

- You have earned at least one Hour of Service as an eligible Participant after December 31, 1998, and five years of Vesting Service (except for Vesting Service excluded because of a Break in Service, as described below).
- You have not earned at least one Hour of Service as an eligible Participant after December 31, 1998, but have earned at least 10 years of Vesting Service (except for Vesting Service excluded because of a Break in Service, as described below).

3.3 **Loss of Credits and Permanent Breaks in Service**

If you do not have Vested Status, and you do not complete at least 501 Hours of Service in a Plan Year, you will incur a one-year **Break in Service** for that Plan Year.

If you incur a one-year Break in Service, all of your Credited Service and Vesting Service earned before the break are cancelled. However, a Break in Service may be repaired so long as you do not incur a Permanent Break in Service: your Credited Service and Vesting Service are restored to you if you earn a year of Year of Service before incurring a Permanent Break in Service, as described below. A Permanent Break in Service is five consecutive one-year Breaks in Service.

If you are not vested and incur a Permanent Break in Service, then any Credited Service and Vesting Service you earned *before* the break will be permanently lost.

3.4 **Grace Periods to Avoid Breaks in Service**

You may be granted a “grace period” in certain situations in order to prevent a Break in Service even if you do not work during that time. Grace periods may be granted for temporary leaves of absence granted by your Employer due to your military service, your disability or illness, education, or the illness of members of the your immediate family. A grace period shall not exceed two (2) years in duration except where otherwise required by law. Military service may also prevent a Break in Service where required by law.

In addition, if you are absent from Covered Employment because of pregnancy, birth of a child, placement of a child for adoption, or care of a child immediately after birth or placement for adoption, then you will be eligible for a grace period that will prevent a one-year Break in Service. The grace period applies to the year in which the absence began if necessary to prevent a Break in Service in that period, and if not necessary will apply to the following computation period.

Grace periods do not add to your Credited Service or Vesting Service, but rather define the circumstances which will be disregarded in determining whether a Break in Service occurred. If you believe you should be provided with a grace period to prevent a Break in Service, you must provide timely notification to the Fund Office.

3.5 Accrual Rates in General and After Breaks in Service

The pension to which you are entitled will be determined under the terms of the Plan and benefit levels in effect at the time you separate from service with your Employer. For this purpose, you will be considered separated on the day following your last day of work in Covered Employment which is followed by a one-year Break in Service.

4. Benefits

If you are vested, then you will be eligible to receive one of the various forms of pensions available under the Plan and, under most circumstances, the right to receive a pension may not be lost.

The Pension Plan provides **four** different types of retirement options:

- Normal Retirement
- Early Retirement
- Disability Retirement, and
- Deferred Vested Retirement.

You may receive only one type of pension.

4.1 Normal Retirement Pension

Eligibility: You are eligible for a Normal Retirement Pension if you are Vested and at least 65 when you retire from Covered Employment.

Amount: If you worked in Covered Employment on or after January 1, 2003, the amount of your monthly Normal Pension Benefit will be determined as follows:

- \$22.00 for each Year of Credited Service earned before January 1, 2003; and
- 1.6% of employer contributions made on the participant's behalf to the Plan for each Year of Credited Service earned on or after January 1, 2003, with a minimum of \$18.00 per Year of Credited Service earned on or after January 1, 2003 and prior to January 1, 2006.

If you did not work in Covered Employment on or after January 1, 2003, the amount of your monthly Normal Pension Benefit will equal \$18.00 for each year of Credited Service.

Effective July 1, 2011, all then current pensioners and beneficiaries received a one-time 20% benefit increase. Future pension payments commencing after this date do not include this increase.

If your Annuity Starting Date is postponed beyond Normal Retirement Age, the benefit you will receive will be the actuarial equivalent of the benefit that you would have received at Normal Retirement Age. The actuarial increase will be 1% per month for the first 60 months after age 65 and 1.5% per month for each month thereafter.

If you continue to work in Covered Employment after Normal Retirement Age, you will receive a formal benefit suspension notice informing you that all benefits will be suspended for months in which you are employed for eight (8) or more days or work shifts in Covered Employment. You will not be entitled to retroactive payments nor will you receive an actuarial increase for the months in which benefits are suspended. However, you may earn additional Years of Credited Service.

4.2 Early Retirement Pension

Eligibility: You are eligible for an Early Retirement Pension if you are at least age 55 and have accumulated at least ten years of Credited Service.

Amount: The Early Retirement Pension is a monthly benefit equal to the Normal Pension Benefit, which would have been payable at age 65, reduced by 0.5% for each month that benefits are paid before your 65th birthday.

Example: Your Normal Pension Benefit is \$400 per month. If you were to begin your benefit as a Single Life Pension upon reaching age 63, your benefit would be reduced by 12% (0.5% times 24 months). Therefore, your monthly benefit beginning at age 63 would be \$352.

4.3 Disability Pension

Eligibility: You are eligible for a Disability Pension if you become **Disabled** before age 65 while you are actively participating in the Plan.

Amount: The monthly amount of a Disability Pension equals the monthly amount of the Normal Pension, based on your Credited Service earned up to the date of your retirement.

Disability Pension benefits commence on the first day of the month following the receipt of a completed application for a Disability Pension. As a Disability Pensioner, you will be required to provide initial and continued proof of your Disability. The Board of Trustees will consider you Disabled if you have been awarded Social Security Disability benefits. Disability Pension Benefits cease when the Trustees determine that you are no longer Disabled based on the determination of the Social Security Administration.

4.4 Deferred Vested Pension

Eligibility: If you are “vested” but are no longer working in Covered Employment, you are eligible to receive a Deferred Vested Pension beginning at age 65. In general, if you have earned Hours of Service as an eligible Participant after December 31, 1998 and have five years of Vesting Service, you are “vested.”

Amount: The monthly amount of a Deferred Vested Pension equals the monthly amount of the Normal Pension, based on your Credited Service up to the date you are no longer working in Covered Employment. If you have at least ten Years of Credited Service, you may be eligible for an Early Retirement Pension after you reach age 55 and before age 65, which will be calculated as explained in Section 4.02.

5. Form of Benefits and Survivor Benefit

5.1 General

Benefits under the Plan generally will be paid in monthly installments for your lifetime and, when applicable, for your spouse’s lifetime unless you elect one of the other benefit forms set forth in this section. However, if the actuarial value of your benefit is less than \$1,000, a single lump sum payment will be automatically made to you, and, if the actuarial value of your benefit is \$5,000 or less, a single lump sum payment will be made to you upon your consent.

5.2 Single Life Pension

For participants who are not married at the time of retirement, the automatic form of benefit payment is a Single Life Pension which provides a monthly benefit payment for your lifetime. When you apply for benefits, you may elect to receive your benefits as a Life Annuity with a 60-month or 120-month Guarantee.

5.3 Joint and Survivor Pension

The Joint and Survivor Pension is the automatic form of benefit payment for married Participants (unless the benefit must be paid as a single lump sum as described above). A Joint and Survivor Pension provides a monthly payment for your lifetime, and, if your spouse survives

you, 50% of your monthly payment will continue for your spouse's lifetime. Under a Joint and Survivor Pension, the amount of the monthly benefit payable to you during your lifetime is reduced as compared to a Single Life Pension. You and your spouse may choose to have the surviving spouse payment equal 75% or 100% of the benefit payable during your life time, in which case the monthly benefit paid during your lifetime will be further reduced. Reduction factors for certain ages are shown in Appendix A at the end of this booklet.

The amount of the reduction depends on two factors:

- the difference in age between you and your spouse, and
- whether you have elected to have your spouse receive 50%, 75% or 100% of your monthly amount; the higher the continuation percentage, the greater the reduction will be in your monthly benefit.

Example: Your Normal Pension Benefit is \$400. Your spouse is three years younger than you. If you receive your benefit as a 50% Joint and Survivor Pension starting when you reach age 65, the monthly benefit paid during your lifetime would be reduced to 89% of your Normal Pension Benefit, or \$356. After your death, if your spouse survives you, your spouse would receive half of that benefit (\$178) for his or her lifetime.

You and your spouse must affirmatively choose a different form of benefit on your pension application if you do not want to receive your benefit as a Joint and Survivor Pension.

Upon your death, if the Fund Office is notified on a timely basis, payments to your surviving spouse will begin the calendar month immediately following your death.

If you are married and wish to reject the Joint and Survivor form in favor of another form of benefit or select a survivor benefit amount other than 50%, you and your spouse must sign and notarize a waiver form and return it to the Fund Office. The Joint and Survivor Pension may be rejected at any time within the 180-day period before the pension start date, except that payments may not begin fewer than 30 days after rejection unless you have waived in writing your right to the full 30-day period.

Important Conditions Regarding Joint and Survivor Pension

- Whenever the Joint and Survivor form of pension is payable for a married participant, your surviving spouse is the beneficiary.
- An election for or against the Joint and Survivor Pension can be revoked in writing at any time, but only *before* a pension starts.
- If you die, an individual will only be considered your "spouse" for the purposes of the Joint and Survivor Pension if you and the individual were married on the commencement date of the pension.

5.4 Life Annuity with a 60-Month or 120-Month Guarantee (5 or 10 Years)

Under the Plan, you may elect an optional form of benefit which provides for monthly payments for your lifetime with a guaranteed number of minimum payments - 60 months or 120 months, at your election. If you elect this benefit form, in the event you die before the specified number of monthly payments has been paid to you, the balance of the guaranteed monthly payments will be made to your designated beneficiary. The amount of your benefit will be reduced from what would be paid as a Single Life Pension. Sample reduction factors are shown in Appendix A.

Example: You retire with a Normal Pension Benefit of \$400 at age 65. If you select a 10-Year Certain and Life Annuity, your monthly benefit will equal 91.11% of your Normal Pension Benefit (\$364.44). You will receive this amount for your lifetime. If you die before receiving 120 monthly payments, the remaining guaranteed payments will be paid to your beneficiary.

No Joint and Survivor Benefit in Effect. Whenever benefits are paid in the form of a Life Annuity with a 60-Month or 120-Month Guarantee, if you die before the specified number of monthly payments has been paid to you, the balance of the monthly payments will be made to your designated beneficiary. However, if you receive the guaranteed number of monthly payments before your death, your designated beneficiary or surviving spouse, if any, will not receive any benefit.

If you elect this form of benefit, it is very important that you file a beneficiary designation with the Fund Office and keep that form up to date. Please contact the Fund Office to designate or change your designated beneficiary.

5.5 Qualified Pre-Retirement Survivor Annuity (“QPSA”) Benefits

If you are married and die before you start receiving pension payments, but at a time when you have earned a vested right to a pension, your surviving spouse will be eligible for a Qualified Pre-Retirement Survivor Annuity. ~~If you die before commencing your benefit payments and are not married, no death benefit is payable.~~

If you die after your earliest retirement age, your surviving spouse will receive the same benefit that would be payable if you had retired with a Joint and Survivor Pension (with a 50% survivor payment) the day before your date of death. Your surviving spouse may elect to start payment of this benefit within a reasonable period after your death. Your surviving spouse may choose to receive the benefit as an actuarially equivalent lump sum amount instead of receiving monthly payments for her lifetime.

If you die before your earliest retirement age, your surviving spouse will receive the same benefit that would be payable if you had:

- Separated from Covered Employment on the date of death (or the date of separation from Covered Employment, if earlier),
- Survived to your earliest retirement age,
- Retired with a Joint and Survivor Pension (with a 50% survivor payment), and

- Died on the day after your earliest retirement age.

If you die before your earliest retirement age, your surviving spouse may begin to receive payments at your earliest retirement age.

If your spouse does not survive to your earliest retirement age or elects to defer the commencement of benefits, and dies before payment actually begins, no benefit will be payable.

6. Credited Service and Vesting Service

6.1 Introduction

Your eligibility for a pension benefit depends on your Years of Vesting Service and the value of your monthly pension benefit depends on the Years of Credited Service you have earned.

6.2 Years of Credited Service

You earn one Year of Credited Service in each calendar year in which you complete 1,000 Hours of Service. Hours of Service for purposes of Credited Service include hours for which you are paid for performing duties for an Employer and hours for which you are paid by an Employer even though no duties were performed, such as vacation, holiday, illness, disability, and jury duty (up to 501 hours for any single continuous period).

6.3 Years of Vesting Service

Vesting Service is used to determine whether or not you have earned the right to a non-forfeitable benefit under the Plan. You earn one year of Vesting Service in each calendar year in which you complete 1,000 Hours of Service.

If you work for an Employer in a job not covered by this Plan and your non-Covered Employment is continuous and immediately before or after working with the same Employer in Covered Employment, your hours of work in that non-covered job will count toward a year of Vesting Service, but not Credited Service.

7. Other Important Information and Rules

7.1 Maximum Benefits

Because of restrictions imposed by Section 415 of the Internal Revenue Code, in no event can the Plan pay any benefit which exceeds certain dollar limits set by the Internal Revenue Service. The limit is \$225,000 for 2019 and may be increased in future years.

7.2 Establishment of the Plan

As a result of collective bargaining between the Union and certain employers in the theatrical, television, motion picture and entertainment industry, agreements were entered into providing for the establishment of the Pension Fund and for payment to it of contributions by the contracting employers. Copies of the collective bargaining agreements are available at the Fund Office and Union Office for inspection.

7.3 Plan Interpretation and Administration

In accordance with legal requirements, a Board of Trustees (consisting of two Union Trustees and two Employer Trustees) is charged with the responsibility of administering the Fund and investing the Fund's assets pursuant to a Trust Agreement which defines the nature and extent of its powers and duties.

The Board of Trustees and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including the terms of this Summary Plan Description, 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 trust underlying it. Without limiting the generality of the foregoing, the Board of Trustees and/or its duly authorized designee(s) shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan
- formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan (any such terms, rules, regulations or policies may be amended from time to time by the Trustees)
- decide questions, including legal or factual questions, relating to the entitlement, calculation and payment of benefits under the Plan
- resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this Summary Plan Description, the Trust Agreement or other Plan documents
- process, approve or deny benefit claims, and
- determine the standard of proof required in any case.

The Plan generally determines the amount of your earnings in Covered Employment based on remittance reports and other information submitted by contributing employers for whom you work. While the Plan conducts random payroll reviews of contributing employers that sometimes provide information regarding the accuracy of remittance reports and other information submitted by contributing employers, these reviews may not reveal every instance in which a contributing employer may have failed to provide complete and/or accurate information concerning your employment.

You have the right to inquire into your Credited Service at any time. If you believe that you worked in Covered Employment that was not properly credited under the Plan or not reported at all, you have the right to submit a claim in accordance with the claims procedure set forth in the Plan documents. In the event of a discrepancy between the information received by the Plan from contributing employers (or obtained during payroll reviews) and the credit to which you believe you are entitled, it will be your responsibility to prove that the work in question was both actually performed by you for a contributing employer and was Covered Employment for which contributions were required to be made to the Plan. Accordingly, it is

important that you retain adequate records of your Covered Employment (i.e., pay stubs and other documentary evidence) that would assist you in demonstrating both the amount of work you performed for each Contributing Employer and that the work constituted Covered Employment. Please also remember that the longer you wait to file a claim to correct any issue, the more difficult it may be for you to provide, and for the Plan to verify, the necessary documentation. Failure to provide such documentation could result in loss of credit.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) will be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

7.4 Trust Fund and Access to the Trust Fund

The assets that fund the Plan are held in a trust, which is a legal entity that is separate and distinct from the Union or any of the contributing employers. None of the assets of the Plan can be used for the purpose of paying or satisfying any liabilities of the Union or of any contributing employer. Except as may be otherwise provided by law, no part of the Plan assets can ever revert to the Union or to any contributing employer.

Additionally, except as may be required or permitted by law, a Participant's benefits may not be transferred, assigned, or encumbered by any creditors prior to actually being received by the Participant.

However, in certain circumstances a Participant's benefits might be required to be paid to his or her spouse, former spouse or child under the terms of a court order called a "Qualified Domestic Relations Order" ("QDRO"). The Fund Office will notify the Participant if it receives a QDRO that applies to his or her benefits. The Plan is required to follow the directives set forth in a QDRO. The Plan's procedures for determining whether a court order is a QDRO are on file at the Fund Office. To obtain a copy of these procedures, please contact the Fund Office.

7.5 No Employee Contributions

The Plan is financed wholly from employer contributions and from the income and earnings on the Fund's investments. No employee contributions are permitted.

7.6 Retirement under the Plan

Retirement is completely voluntary. You can retire at any time you wish. However, pension benefits must begin on or before the April 1 following the year in which you reach age 70½ - this is your Required Beginning Date. If you do not begin to receive pension benefits by this time, you could be subject to income tax penalties. If you are in Covered Employment and are approaching this age, you are encouraged to speak with a qualified tax advisor for guidance. If you fail to apply for benefits by the January 1 preceding your Required Beginning Date, the Plan will commence distribution of your benefits without your application if the Plan has sufficient information to do so.

7.7 Applying for Benefits

Under the Plan, you must file an application at least one month before the first day of the month on which you want your benefits to begin. For example, if you expect to retire and receive benefits starting July 1, you must have an application on file in the Fund Office by June 1 at the latest. You are encouraged to file your application as soon as you decide on your intended retirement date.

Application forms are available at the Fund Office. The Fund Office will be pleased to help you complete the forms and answer your questions. When completing the application, be sure to attach the necessary information required to process the application; otherwise, payment of pension benefits could be delayed.

Payments may begin sooner, but must begin no later than 60 days after the last of the following dates:

- The end of the calendar year in which you reach Normal Retirement Age
- The date you stop working in Covered Employment
- The 10th anniversary of the year in which you began participating in the Plan
- The date you elect in your returned application

However, payments may be delayed until the Fund Office receives your completed application on the form provided by the Fund Office. In all cases, you must begin to receive your pension by April 1 of the calendar year following the calendar year in which you reach age 70½.

Not more than one hundred eight (180) days and not fewer than thirty (30) days before the Annuity Starting Date you will receive written notice concerning:

- The Joint and Survivor Pension and your right to select optional benefit forms from the Plan;
- An explanation of the terms and conditions of the Single Life Pension form of payment and the Joint and Survivor Pension form of payment;
- The right to waive and the effect of a waiver of the Joint and Survivor Pension and the right of your spouse to consent to the election of an optional benefit;
- The effect of such election and the material features and relative financial values of the optional benefit;
- The right to change such a waiver as well as the effect of and conditions for making such a change; and
- A general explanation of the eligibility conditions and other material features of the optional benefit forms and sufficient additional information to explain the relative values of the optional benefit forms and the consequences of failing to defer commencement.

7.8 Work After Retirement

The Plan contains certain limits on post-retirement work that is considered “disqualifying employment.” Disqualifying employment is any employment (including self-employment) in the theatrical, television, or amusement industry within the geographic area covered by the Plan in a trade or craft in which you were at any time employed while participating in the Plan. Disqualifying employment also includes working as a salaried officer or employee of the Union.

If you work in disqualifying employment, your monthly pension benefit will be suspended for the month or months in which you worked. Your ability to work in disqualifying employment after retirement depends on whether you are under or over Normal Retirement Age. Only the portion of your benefit which accrued on or after January 1, 2007 may be suspended.

Before you reach Normal Retirement Age, your benefit will be suspended for any calendar month in which you work in any disqualifying employment. After you reach Normal Retirement Age, your pension will be suspended for any calendar month in which you work in disqualifying employment on at least eight days or separate work shifts.

Except for these above limitations, you will be free to work at any other employment without effect on your pension benefit.

You are required to report to the Plan within thirty (30) days any work you undertake, regardless of the type of work and regardless of the number of hours or shifts you plan to work, so that a determination can be made about the effect of such work on your pension. If you are not yet Normal Retirement Age, your benefit may be suspended for up to six months after any period during which you worked in disqualifying employment. If you fail to notify the Fund Office of employment that may be disqualifying or otherwise misrepresent any facts regarding disqualifying employment, your benefit may be suspended for an additional period of up to six months. The Plan may require you to certify, as a condition of receiving future benefits, that you are not engaged in disqualifying employment. The Plan may also require you to furnish W-2 statements and authorize the Fund Office to obtain an earnings report from the Social Security Administration.

If you work in disqualifying employment before Normal Retirement Age, the monthly amount of your original benefit will be recomputed based on your age at the time benefits are resumed, reduced by the number of months for which you had previously received benefits and any applicable early retirement reduction. Your benefit will also be adjusted to include any additional Years of Credited Service you may have accrued during your re-employment.

If you work in disqualifying employment after Normal Retirement Age and after beginning your pension, and earn less than five consecutive Years of Credited Service, your benefit will be the same monthly amount, increased by any additional Years of Credited Service you may have accrued during your re-employment. If you earn at least five consecutive Years of Credited Service, your benefit will be re-computed as though you had not previously received any benefits. You will not be entitled to a new election of your benefit form (such as a Single

Life Pension or a Joint and Survivor Pension) unless you are entitled to a complete re-computation of your benefits.

No benefits will be suspended after the month in which you reach age 70 ½, unless you elect in writing to postpone your benefits to a later date (but not later than April 1 after the year in which you turn 70 ½).

When your benefits are resumed after disqualifying employment, the Plan may deduct any amounts previously paid to you for months in which you were engaged in disqualifying employment after the first three resumed payments. This deduction may be up to 25% of your benefit. Any increase in your benefit due to additional Years of Service Credit or an increase in the accrual rate due to your disqualifying employment may be reduced by the actuarial value of any benefit payments you received during your disqualifying employment.

You may ask the Fund Office in advance whether any contemplated employment will be disqualifying employment. In addition, you may appeal a determination that contemplated employment is disqualifying employment in accordance with the Plan's claims and appeals procedures.

7.9 Claims and Appeals Procedures

Claims for benefits under the Plan must be filed with the Fund Office on the forms supplied by the Fund Office; any other claims must be submitted in writing to the Fund Office. If your claim is denied, in whole or in part, you will receive a written notice of the decision on your claim within 90 days (unless special circumstances require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision). For a claim for a Disability Pension, the decision will be made within 45 days (with the possibility of two 30-day extensions, in which case you will receive a notice of the delay).

If your claim is denied, a written notice of denial will describe (1) the specific reason or reasons for the denial, (2) reference to the Plan provisions on which the determination is based, (3) a description of any additional information or material required to perfect the claim and an explanation of why it is necessary, and (4) the Plan's review procedures and the time limits applicable to those procedures, including a statement of your right to institute a civil legal action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse benefit determination on review.

You or your authorized representative may appeal an adverse benefit determination within 60 days of the date you receive notice of the determination (180 days in the case of a Disability Pension claim). You or your representative may review pertinent documents and other materials relevant to your benefit determination. You or your representative may submit written comments, documents, records and other information (regardless of whether they were submitted with your original claim). Appeals must be made in writing and sent to the Board of Trustees.

A decision on your appeal will be made by the Trustees (or a committee designated by the Trustees, as long as the committee does not include the person who reviewed your initial claim or a subordinate of that person) at the next regularly scheduled Board of Trustees meeting

that follows receipt of the request for review. However, if the request for review is received during the 30 days before the date of that meeting, the decision will be made no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require an extension of time, the decision may be made at the third meeting following receipt of the request, as long as you are notified in writing that an extension is needed. That notice will describe the special circumstances and tell you when you can expect a decision on appeal.

When the Board of Trustees makes a decision on your appeal, you will receive a written notice stating (1) the reason for the decision, (2) the Plan provisions on which the decision is based, (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim, and (4) a statement describing your right to obtain additional information regarding the Plan's appeals process, including your right to bring a civil action under ERISA. This notice will be provided, in writing or electronically, within five business days after the decision is made and will also include the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your U.S. Department of Labor Office and your State insurance regulatory agency."

A decision on an appeal by the Board will be final.

Designating an authorized representative. You may designate an authorized representative to file your claim for a benefit or to appeal a denied claim. To do this, you must file a written designation with the Fund Office.

7.10 Beneficiary Designation

If you elect a Life Annuity with a 60-Month or 120-Month Guarantee form of benefit, you should have on file with the Fund Office a written beneficiary designation on a form supplied by the Fund Office. The designation of beneficiary form used by the Fund requires notarization and designation by name of any beneficiary. The beneficiary will receive any guaranteed payments remaining at the time of your death.

The person(s) named as your beneficiary on the form on file in the Fund Office will be entitled to the guaranteed payments regardless of any provisions contained in your will, insurance policy or other document. If you are married and you choose a beneficiary other than your spouse, then you will be required to obtain your spouse's written, notarized consent in accordance with Plan rules.

If your designated beneficiary(ies) (including any contingent beneficiary(ies)) dies before you or if you do not name a beneficiary or benefits which are payable after your death, any guaranteed payments under your selected form of benefit will be paid to your spouse or if none survives, to your surviving children (share and share alike). If no children survive you, the remaining guaranteed payments will be paid to your parents, and if no parent survives you, to

your brothers and sisters. If no parents or siblings survive you, the remaining guaranteed payments will be paid to the executor of your estate.

7.11 Amendment and Termination

The Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify or end the Plan in whole or in part, by an amendment adopted in writing by the Board of Trustees, for any reason and at any time. If the Plan is amended, modified or terminated, in whole or in part, your future ability to participate in the Plan as well as the type and amount of benefits provided under the Plan, may be modified or terminated to the extent permitted by law.

If the Board of Trustees ends the Plan, you will automatically become 100% vested in the benefit you have earned as of the Plan's termination date.

8. ERISA Information

The following information is provided in accordance with ERISA.

8.1 Agent for Service of Legal Process

Service of legal process may be made upon any Plan Trustee or at the Fund Office at 24600 Center Ridge Road, Suite 481, Westlake, Ohio 44145.

8.2 Identifying Numbers

The Plan has been assigned Employer Identification Number 34-1403927 by the Internal Revenue Service and its Plan Number is 001.

8.3 Plan Year and Plan Type

The Pension Plan operates on a calendar year basis ending on December 31st and is referred to as a "defined benefit plan."

8.4 Plan Administrator

The Board of Trustees is the named Plan Administrator. The business address of the Plan Administrator is 24600 Center Ridge Road, Suite 481, Westlake, Ohio 44145 and the business telephone number of the Plan Administrator is (440) 641-1452.

8.5 Names, Positions and Addresses of Trustees

Union Trustees	Employer Trustees
Kevin Austin Theatrical Stage Employees Local No. 27 24600 Center Ridge Road Suite 481 Westlake, OH 44145	Penny Zaletel Director of Production Playhouse Square 24600 Center Ridge Road Suite 481 Westlake, OH 44145
Cean Carmichael Theatrical Stage Employees Local No. 27 24600 Center Ridge Road Suite 481 Westlake, OH 44145	<i>To be determined</i>

8.6 Contributing Employers

Contributions to the Fund are made pursuant to collective bargaining agreements between the Union and various employers in the theatrical, television and entertainment industry. The collective bargaining agreements require the employers to contribute a stipulated percentage of gross earnings from Covered Employment to the Fund. A complete list of contributing employers may be obtained upon written request to the Fund Office. Copies of applicable collective bargaining agreements may be obtained upon written request and are also available for examination at the Union's offices. You may receive from the Fund Office, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and if the employer or employee organization is a plan sponsor, the sponsor's address.

8.7 ERISA Rights Statement

Your Rights Under ERISA

As a participant in the Theatrical Stage Employees Local No. 27 Defined Benefit Pension Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that you are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Fund Office and at other specified locations, such as work locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and similar agreements and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. 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 pension 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 the 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 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 reports from the Plan, and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

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.

8.8 Pension Benefit Guaranty Corporation (PBGC)

Your pension benefits under this "multiemployer plan" are insured by the Pension Benefit Guaranty Corporation (the "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 plan program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. Therefore, 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:

- Normal and Early Retirement benefits;

- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of (1) the date the Plan terminates or (2) the time the Plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- Non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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 toll-free at 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

9. Glossary of Defined Terms

9.1 Annuity Starting Date

The first day of the first period for which a pension benefit is paid to you.

9.2 Break in Service

A Plan Year in which a Participant does not earn at least 501 Hours of Service. Certain absences may qualify for a grace period which prevents a Break in Service, as explained in Section 3.04.

9.3 Covered Employment

Employment in a collective bargaining unit represented by the Union and for which contributions are payable to the Plan by the employee's contributing employer. Covered Employment also includes employment by the Union or the Fund.

9.4 Disability

Any disability for which the Participant has been found to be entitled to disability benefits from the Social Security Administration.

9.5 Fund Office

The offices maintained by the Fund at the address listed in Section 8.04.

9.6 Hour of Service

For purposes of Credited Service, Vesting Service, and eligibility, an Hour of Service includes:

- Each hour for which you are paid by an Employer for work in Covered Employment.
- Each hour for which you are paid by an Employer for time in which no duties were performed, including vacation, holiday, illness, jury duty, or other paid leave of absence.
- Each hour for which back pay is awarded or agreed to by an Employer.

For purposes of Credited Service, an Hour of Service includes:

- 190 hours for a calendar month if you perform an Hour of Service as an employee of the Union, if you did not otherwise receive credit for that month and that month is a part of continuous period of employment in Covered Employment.

For purposes of Vesting Service, eligibility, and breaks in service, an Hour of Service includes:

- 190 hours for a calendar month if you perform an Hour of Service in non-Covered Employment for an Employer, if you did not otherwise receive credit for that month and that month is a part of continuous period of employment in Covered Employment.

For purposes of determining whether a Break in Service has occurred, an Hour of Service includes:

- Hours not worked due to absence due to pregnancy, birth of a child, placement of a child for adoption, or the care of a child immediately after birth or placement for adoption.

9.7 Normal Retirement Age

The later of age 65 or the Participant's 5th anniversary of participation in the Plan.

9.8 Participant

An employee who meets the eligibility and participation requirements of the Plan.

9.9 Pensioner

A Participant who is receiving pension benefits from the Plan.

9.10 Permanent Break in Service

When a non-Vested Participant has incurred five consecutive Breaks in Service.

9.11 Pension Plan or Plan

The Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan, as from time to time amended by the Trustees.

9.12 Required Beginning Date

The April 1 after you attain age 70 ½.

9.13 Union

The Theatrical Stage Employees Union, Local No. 27.

9.14 Years of Credited Service

The units of service credit earned by Participants for their work in Covered Employment that are used to determine the amount and timing of a Participant's pension benefit.

9.15 Years of Vesting Service

The units of credit earned by a Participant that are used to determine whether the Participant has achieved Vested Status. Participants earn one Year of Vesting Service for each calendar year in which the participant completes 1,000 Hours of Service.

9.16 Vested Status

Vested Status means a Participant has earned a non-forfeitable right to a benefit from the Plan. A Participant who has earned at least one Hour of Service in Covered Employment after December 31, 1998 will be Vested upon earning at least five Years of Vesting Service.

Note: This Summary Plan Description is a summary of the actual Pension Plan Restatement. The text of the Pension Plan Restatement, as amended from time to time, and the other formal Plan documents, will govern all legal interpretations.

**AMENDMENT AND RESTATEMENT
THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN AND TRUST AGREEMENT**

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ARTICLE I

DEFINED BENEFIT PENSION PLAN AND TRUST AGREEMENT **AMENDED PLAN**

THIS AGREEMENT AND DECLARATION OF TRUST is signed and executed on the day set forth below, but effective for all purposes as of January 1, 2017, by and between: Theatrical Stage Employees Union, Local No. 27, affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC, hereinafter referred to as the Union; the Employers as may participate herein and are hereinafter defined; and the Trustees as hereinafter defined.

The purpose of the Plan is to provide retirement benefits to eligible employees and their beneficiaries, all as set forth herein. The Plan has been amended to conform to the requirements of all applicable legislation through and including the Uruguay Round Agreements Act of 1994, the Uniform Service Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001, the Job Creation and Worker Assistance Act of 2002, the Pension Funding Equity Act of 2004, the American Jobs Creation Act of 2004, the Katrina Emergency Tax Relief Act of 2005, the Gulf Opportunity Zone Act of 2005, the Pension Protection Act of 2006, the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act of 2007, the Heroes Earnings Assistance and Relief Tax Act of 2008, the Worker, Retiree and Employer Recovery Act of 2008, the Small Business Jobs Act of 2010, the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, the Moving Ahead for Progress in the 21st Century Act, the American Taxpayer Relief Act of 2012 and the regulations promulgated thereunder. The Restatement of the Plan, as set forth herein, constitutes an amendment and restatement of the Plan for Plan years after December 31, 2016, except as specifically stated otherwise. Except as specifically stated, the provisions of the Plan are applicable to Participants in the Plan with an Hour or more of Service in Covered Employment after December 31, 2016. The Plan received its most recent favorable determination letter from the Internal Revenue Service dated October 20, 2015 that the Plan meets the qualification requirements for federal tax purposes.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

- 2.1 **Construction:** The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof", "herein", "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section.

2.2 Definitions: The following words and phrases, when used herein, unless their context clearly indicates otherwise, shall have the following respective meanings:

- (a) Insurer: The life insurance company or companies which issue to the Trustee a policy or policies upon a Participant's life.
- (b) I.R.C. or Code: The Internal Revenue Code of 1986, as may be amended.
- (c) Agreement Plan or Trust: The Plan or Trust created by this Agreement and any amendments thereto.
- (d) Beneficiary: A person or persons (natural or otherwise) designated by a Participant to receive any death benefit which shall be payable under this Plan.
- (e) ERISA: Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time.
- (f) Fiduciaries: Shall mean and include the Trustees, Plan Administrator, Plan Sponsor, Investment Manager, and any other person or Corporation who:
 - (1) Exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets;
 - (2) Renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan, or has any authority or responsibility to do so;
 - (3) Has any discretionary authority or discretionary responsibility in the administration of the Plan; or
 - (4) Is described as a "fiduciary" in Sections 3(14) or (21) of ERISA or is designated to carry out fiduciary responsibilities pursuant to this Agreement to the extent permitted by Section 401(c)(1)(B) of ERISA.
- (g) Trustee or Trustees: Shall mean all of the Trustees collectively herein named and duly appointed Successor Trustees. The term "Individual Trustee" shall be used to refer to any one of the individuals serving as Trustees hereunder.
- (h) Collective Bargaining Agreement: Shall mean any Collective Bargaining Agreement existing between any Employer and the Union (or another local union affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC) which provides for contributions into this Plan, as well as any extension or extensions, renewal or renewals of any such Collective

Bargaining Agreement or any new Collective Bargaining Agreement which provides for contributions into this Plan.

- (i) Contract: Shall mean any life insurance or annuity contract providing benefits under the Plan.
- (j) Age: Shall mean age at nearest birthday; and "attained" age shall mean age at last preceding birthday.
- (k) Month of Employment: Shall mean a calendar month during which an Employee is employed by the Employer.
- (l) Reserved.
- (m) Hour of Service: Shall mean:
 - (1) each hour for which an Employee is paid or is entitled to payment for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and
 - (2) each hour for which an Employee is paid or is entitled to payment by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor regulations which are incorporated herein by this reference; and
 - (3) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph 1 or paragraph 2 as the case may be, and under this paragraph 3. These hours shall be credited to the Employee for the computation period or periods to which the award, agreement or payment is made.

Hours of Service will be credited for employment with other members of an affiliated service group (under Section 414(m)), a controlled group of Corporations (under Section 414(b)), or a group of trades or businesses under common control (under Section 414(c)) of which the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Section 414(o).

Hours of Service will also be credited for any individual considered an Employee for purposes of this Plan under Section 414(n) or Section 414(o).

- (4) where the Employer maintains the plan of a predecessor employer, service for such predecessor shall be treated as service for the Employer; and
- (5) solely for purposes of determining whether a break in service, as defined in Article II, for participation and vesting purposes had occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth of placement. The hours of service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.
- (6) Service will be determined on the basis of actual hours for which an employee is paid or entitled to payment.
- (7) Solely for determining an Employee's Years of Vesting Service, Years of Eligibility Service, and One Year Breaks in Service for Vesting and Eligibility purposes, an Employee shall also be credited with one hundred and ninety (190) Hours of Service for a given calendar month after the Effective Date if:
 - (i) During such month he performs an Hour of Service for an Employer for which no contribution is required to be made to the Plan;
 - (ii) He does not receive credit for such month under paragraph (3) above;
 - (iii) Such month is part of a continuous period of employment immediately preceding or following a period of employment with the same Employer that does require a contribution to the Plan, provided that there is no intervening termination of employment of

more than twelve (12) consecutive months between such periods of employment.

- (8) Solely for determining an Employee's Years of Credited Service, an Employee shall also be credited with one hundred and ninety (190) Hours of Service for a given calendar month after the Effective Date if:
 - (i) During such month he performs an Hour of Service as an Employee of Theatrical Stage Employees Union, Local No. 27, for which no contribution is required to be made to the Plan;
 - (ii) He does not receive credit for such month under paragraph (3) above;
 - (iii) Such month is part of a continuous period of employment immediately preceding or following a period of employment with the same Employer that does require a contribution to the Plan, provided that there is no intervening termination of employment of more than twelve (12) consecutive months between such periods of employment.
- (n) Break in Service: The term "one-year break in service" means a twelve-consecutive month period during which the Participant has not completed more than 500 Hours of Service with the Employer.

Where other persons or corporations assume this Trust for their Employees, as herein provided, this Trust shall at all times be construed to limit the obligations and rights created hereunder, solely as between each such Employer and the persons actually employed by it, except as otherwise expressly provided. Transfer of a Participant from the service of an Employer to that of another Employer or to that of a subsidiary, parent or affiliate of the Employer which shall have its own Employees Retirement Plan shall not constitute severance of employment as hereinafter referred to in this Trust.

The following types of absence shall not break continuity and the time elapsed shall be included in computing length of service:

- (1) Temporary leave of absence or layoff granted to him by the Employer, provided, however, that such leave of absence shall be granted for the following specified purposes: sickness of Employee or members of his immediate family, or disability, further provided that all Employees under similar circumstances shall be treated alike, and further provided that such leave of absence shall not exceed two (2) years; or
- (2) Absence for military service under leave granted by the Employer or when required by law, provided the absent Employee returns to the employment

of the Employer within the period during which his right to reemployment is protected by law.

For the purposes of this Article, the leave of absence shall be granted for specific purposes such as sickness, disability or education; and such leave of absence shall not exceed a period of two (2) years. All Participants in similar circumstances shall be treated alike.

- (o) Committee: Shall mean the Trustees.
- (p) Income: The net gain or loss of the Trust Fund from investments, as reflected by interest payments, dividends, realized and unrealized gains or losses on securities, other investment transactions and expenses paid from the Trust Fund. In determining the Income of the Trust Fund for any period, assets shall be valued on the basis of their fair market value.
- (q) Valuation Date: The last day of each Plan year or the date on which a special valuation is made.
- (r) Owner Employee: Shall mean an individual who owns the entire interest in an unincorporated trade or business or, in the case of a partnership, a partner who owns more than 10% of either the capital or profits interest of the partnership.
- (s) Participant: An Employee participating in the Plan in accordance with the provisions of Section 3.1.
- (t) Self-Employed Individual: Shall mean an individual who is the sole proprietor of or partner in the partnership which is the trade or business with respect to which this Plan is established.
- (u) Former Participant or Inactive Participant: A Participant whose employment with the Employer has terminated but who has a vested Accrued Benefit under the Plan which has not been paid in full.
- (v) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices provided that all persons under similar circumstances must be treated alike in the granting of such Authorized Leaves of Absence and provided further that the Participant returns within the period of authorized absence. An absence due to service in the Armed Forces of the United States shall be considered an Authorized Leave of Absence provided that the Employee is required to serve under the laws of conscription in time of peace, and further provided that the Employee returns to employment with the Employer within the period provided by law.

- (w) Year of Service: The term "year of service" means a twelve (12) consecutive month period during which the Participant has completed at least 1,000 Hours of Service.
- (x) Disability: A physical or mental condition which, in the judgment of the Committee, based upon medical reports and other evidence satisfactory to the Committee, presumably permanently prevents an Employee from satisfactorily performing his usual duties for the Employer or the duties of such other position or job which the Employer makes available to him and for which such Employee is qualified by reason of his training, education, or experience.
- (y) Forfeitures: The portion of a Participant's Accrued Benefit which is forfeited because of five consecutive One Year Breaks in Service or a cash out distribution under Article VI.
- (z) Plan Administrator: Shall mean the Trustees.
- (aa) Accrued Benefit: Shall mean, as of any given date, a monthly amount payable at a Participant's Normal Retirement Date, on the Normal Form of Retirement Benefit, equal to the amount of Normal Retirement Benefit determined pursuant to the provisions of this Plan as in effect on the given date, based on the Participant's Years of Credited Service on the given date.
- (bb) Plan Sponsor: Shall mean the Trustees.
- (cc) Accrued Benefit for the Fresh-Start Group: Shall mean the greater of:
 - (a) the Participant's frozen accrued benefit, if any, and
 - (b) the Participant's accrued benefit determined with respect to the current benefit formula as applied to the Participant's total years of credited service under the Plan.
- (dd) Employer: Shall mean:
 - (a) Any person, corporation, partnership, association, or other business entity who now or hereafter has a Collective Bargaining Agreement with the Union, or with another local union which is affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC, under which it is required to make contributions to the Plan;
 - (b) Any political subdivision which, although it has no Collective Bargaining Agreement with the Union, has entered into a written or oral Agreement with the Union, pursuant to which employees performing like duties to

those of other Plan Participants are being compensated by the political subdivision as if they were working under a Collective Bargaining Agreement which required contributions to the Plan;

- (c) The Union, any other local union affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC, the Plan, or any other jointly administered pension, health and welfare, vacation or other type of employee benefit plan to which the Union and an Employer are a party, provided it is contractually obligated to make contributions to the Plan on behalf of its employees; or
- (d) The Trustees to the extent that they act in the capacity of an Employer of their employees on whose behalf they make contributions to the Plan in accordance with a contractual obligation to do so.

Notwithstanding the above, the participation of all Employers and their employees in the Plan shall be on terms which the Trustees, in their absolute discretion, shall determine.

An Employer shall be required to sign a copy of this Agreement, or in some other manner acceptable to the Trustees, consent in writing to be bound by the terms of this Agreement.

- (ee) Effective Date: The date on which the provisions of this Plan, as amended and restated from time to time, became effective.
- (ff) Anniversary Date: Shall mean each January 1st, following the Effective Date of the Plan.
- (gg) Plan Year (or Year): The twelve (12) month period commencing on January 1st and ending on December 31st.
- (hh) Normal Retirement Benefit: Each Participant who was an active Participant on or after January 1, 2003 will receive a monthly benefit payable at Normal Retirement Age equal to the sum of the following:
 - (1) For Years of Credited Service prior to January 1, 2003, \$22 per year of service times the number of such years.
 - (2) For Years of Credited Service on and after January 1, 2003, 1.1% of the Employer Contributions made on the Participant's behalf for each such year; provided, however, that for 2003, 2004 and 2005, the minimum accrual rate shall be \$18 for each Year of Credited Service.

- (3) With respect to individuals who commenced receipt of benefits prior to January 1, 2003, the benefit otherwise payable is increased by 22.22% effective January 1, 2003, with any retroactive benefit increases payable in a lump sum.
 - (4) With respect to individuals who commenced receipt of benefits on or after January 1, 2003 and prior to December 31, 2005, the Plan will determine whether 1.1% of contributions exceeds \$18 for each Year of Credited Service, and any such excess amount shall be added to such individual's monthly pension as of the effective date of such pension, with any retroactive benefit increases payable in a lump sum.
 - (5) Effective July 1, 2011, for Years of Credited Service on and after January 1, 2003, the accrual rate will be increased to 1.6% of the Employer Contributions made on the Participant's behalf for each such year; provided, however, that for 2003, 2004 and 2005, the minimum accrual rate shall be \$18 for each Year of Credited Service.
 - (6) Effective July 1, 2011, all then current pensioners and beneficiaries will receive a 20% benefit increase.
- (ii) Employee: Shall mean any person employed by the Employer in a capacity other than solely as a Director.

Employee shall also mean any person within a bargaining unit represented by the Union who is covered by a Collective Bargaining Agreement between the Union and an Employer, and shall also include any other person employed by an Employer which has agreed to make contributions to this Plan on behalf of such person. An Employee shall not be ineligible to participate in the Plan because of his participation in a labor dispute or because of his absence from work due to such labor dispute or because he is locked out by his Employer.

Employee shall also mean any Owner-Employee or Self-Employed Individual of the Employer.

Owner-Employee means an individual who is a sole proprietor, or who is a partner owning more than 10% of either the capital or profits interest of the partnership.

Self-Employed Individual means an individual who has earned income for the taxable year from the trade or business for which the Plan is established; also, an individual who would have had earned income but for the fact that the trade or business had no net profits for the taxable year.

The Term "Employee" also includes a leased employee of an Employer, within the meaning of Section 414(n) of the Code, who otherwise meets the conditions

for participation, vesting and/or benefit accrual under the Pension Fund. Effective January 1, 1997, "Leased employee," as defined in Code Sections 414(n) or 414(o) means any person (other than an employee of the service recipient) who pursuant to an agreement between the service recipient and any other person ("leasing organization") has performed service for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least 1 year, and such services are performed under primary direction or control of the recipient. Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

- (jj) Normal Retirement Date Or Age: Shall mean the later of the Participant's 65th birthday or his 5th anniversary of commencing participation in the Plan.

If, for Plan Years beginning before January 1, 1988, Normal Retirement Age was determined with reference to the anniversary of the participation commencement date (more than 5 but not to exceed 10 years), the anniversary date for Participants who first commenced participation under the Plan before the first Plan Year beginning on or after January 1, 1988, shall be the earlier of (A) the tenth anniversary of the date the Participant commenced participation in the Plan (or such anniversary as had been elected by the Employer, if less than 10) or (B) the fifth anniversary of the first day of the first Plan Year beginning on or after January 1, 1988. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

- (kk) Vested Service: Shall include all Years of Service with the Employer except Years of Service not considered because of a "Break in Service" as defined herein.

- (ll) Union: Shall mean the Theatrical Stage Employees Union, Local No. 27, affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC, or the successor by consolidation or merger of such local union, and for purposes other than the appointment of Trustees, any other local union affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC,, which:

- (1) On or after the Effective Date of this Plan has a Collective Bargaining Agreement or other written agreement with an Employer requiring periodic contributions to be made to the Plan by the Employer;
- (2) Signs a copy of this Agreement or otherwise accepts participation in the Plan in writing; and

(3) Is accepted for participation in the Plan by the Trustees or is a party to this Agreement.

(mm) Vested Portion: Shall be determined, for each Participant, by reference to the following Schedule.

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
less than 5	0
5 or more	100

A Participant's vested Accrued Benefit as of any given date shall be equal to his Accrued Benefit at such date multiplied by his Vesting Percentage.

For purposes of determining Years of Service and Breaks in Service for purposes of computing an Employee's nonforfeitable right to his Accrued Benefit derived from Employer Contributions, the twelve-month period shall be the Plan Year.

Top Heavy Minimum Vesting Schedule shall be the following:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than 3	0%
3 or more	100%

(nn) Entry Date: Shall mean each January 1st, July 1st and the Effective Date of the Plan.

(oo) Eligibility Requirements: Shall mean completing one Year of Service.

For purposes of determining Years of Service and Breaks in Service for purposes of eligibility, the initial eligibility computation period is the twelve (12) consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (employment commencement date).

The succeeding twelve (12) consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial eligibility computation period. An Employee who is credited with 1,000 Hours of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

(pp) Reserved.

- (qq) Normal Form or Standard Form: Shall mean a straight life annuity for a single Participant and a Qualified Joint and Survivor Annuity for a married Participant.
- (rr) Reserved.
- (ss) Actuarial Equivalence: Shall mean an amount or series of amounts whose actuarial present value is equal to the actuarial present value of a given amount or series of amounts.

For purposes of establishing actuarial equivalence with respect to an amount or series of amounts other than a lump sum amount, the following assumptions will apply:

- (i) Interest rate: 7% per annum, compounded annually.
- (ii) Mortality table: Unisex Pension 1984 Mortality Table.

For purposes of establishing actuarial equivalence with respect to a lump sum amount, the following assumptions will apply:

- (i) Interest rate: The pre-retirement and/or post-retirement (as appropriate) interest rate assumptions used by the Pension Benefit Guaranty Corporation to determine the sufficiency of a single employer plan which terminated on the Plan Anniversary Date preceding or coinciding with the date the determination of Actuarial Equivalence is made.
- (ii) Mortality table: Unisex Pension 1984 Mortality Table.

In no event shall the amount of the benefit or annuity determined under this Section be less than the amount of such benefit determined using the Applicable Interest Rate (if the value determined is less than \$25,000) or 120% of the Applicable Interest Rate (if the value determined is not less than \$25,000). In no event shall the present value determined by using 120% of the Applicable Interest Rate be less than \$25,000.

"Applicable Interest Rate" shall mean the interest rate or rates which would be used as of the first day of the Plan Year in which the distribution occurs by the Pension Benefit Guaranty Corporation for purposes of determining the present value of that Participant's benefits under the Plan if the Plan had terminated on the date distribution commences with insufficient assets to provide benefits guaranteed by the Pension Benefit Guaranty Corporation on that date.

Anything herein to the contrary notwithstanding, effective January 1, 2000, the following provisions shall apply:

- A. In the event this Section is amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of change shall be determined to be the greater of: (1) the Actuarial Equivalent of the Accrued Benefit as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the Accrued Benefit computed on the new basis.
 - B. With respect to any lump sum payment that may be payable under these Rules and Regulations, and for purposes of determining whether the lump sum present value of a Participant's Accrued Benefit, a qualified joint and survivor annuity, or a qualified Pre-Retirement Survivor Annuity, exceeds One Thousand Dollars (\$1,000) (or with respect to benefits payable prior to January 1, 2005, \$5,000), the Actuarial Equivalent lump sum value for payments made in any Plan Year shall be calculated using: (1) the applicable mortality table and (2) an interest rate equal to the applicable interest rate.
 - C. Effective January 1, 2008, "applicable mortality table" means the table defined in Code Section 417(e)(3), which shall mean the table prescribed by the Secretary of the Treasury prescribed for use in that year.
 - D. Effective January 1, 2008, "applicable interest rate" means the rate or rates as defined in Code Section 417(e)(3) during the applicable month preceding the plan quarter that contains the Annuity Starting Date. The stability period, with the meaning of Treas. Reg. Section 1.417(e)-1(d)(4)(ii), shall be the plan quarter, with a two-month lookback period, i.e., November, February, May and August.
- (tt) The term "Highly Compensated Employee" shall mean, effective as of January 1, 1997, each Employee who: (i) at any time during the Plan Year or the preceding Plan Year was a 5% owner (as defined in Code Section 416(i)(1)) of an Employer; or (ii) for the preceding Plan Year received Compensation from an Employer in excess of \$80,000 (or such higher adjusted amount prescribed by the Secretary of the Treasury).

In determining who is a Highly Compensated Employee, "Compensation" shall be defined in accordance with the definition of Compensation set forth in Section 22(zz) of the Plan.

For Plan Years prior to January 1, 1997 the status of an individual as a Highly Compensated Employee shall be determined in accordance with Code Section 414(q) and accompanying regulations.

In determining who is a Highly Compensated Former Employee, the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Section 1.414(q)-1T, A-4 of the temporary

Income tax regulations and Notice 97-45 shall be applicable. In determining whether an employee is a highly compensated employee for years beginning in 1997, the amendments to Section 414(q) stated above are treated as having been in effect for years beginning in 1996.

- (uu) Fresh-Start Group: The Fresh-Start group consists of all Participants who have accrued benefits as of the Fresh-Start date and have at least one hour of service with the Employer after that date.
- (vv) Fresh-Start Date: Fresh-Start date generally means the last day of a Plan Year preceding a Plan Year for which any amendment or the Plan that directly or indirectly affects the amount of a Participant's benefit determined under the current benefit formula (such as an amendment to the definition of compensation used in the current benefit formula or a change in the normal retirement age of the Plan) is made effective. However, if the Fresh-Start group is limited to an acquired group of Employees, or a group of Employees with a frozen accrued benefit attributable to assets and liabilities transferred to the Plan, the Fresh-Start date will be the date designated in the adoption agreement. If this Plan has had a Fresh-Start for all Participants, and in a subsequent Plan Year is aggregated for purposes of Section 401(a)(4) with another Plan that did not make the same Fresh-Start, this Plan will have a Fresh-Start on the last day of the Plan Year preceding the Plan Year during which the Plans are first aggregated.
- (ww) Adjustments to Frozen Accrued Benefits: Each Participant's frozen accrued benefit will be adjusted in accordance with the Old Compensation Fraction as set forth in Plan Section 5.15(h)(1).
- (xx) Years of Credited Service: Shall mean all Years of Service.
- (yy) Reserved.
- (zz) Compensation: The term "Compensation" shall mean wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by his employer (in the course of the employers trade or business) for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed, and, effective January 1, 1998, includes salary deferrals under a cafeteria plan under Code Section 125 or 457 and employee elective salary deferrals under Code Section 402(g)(3), and excludes any benefits paid under this Plan. For limitation years beginning on and after September 1, 2001, for purposes of applying the limitations described in this Section, Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4). For limitation years beginning on and after July 1, 2007, "Compensation" shall mean

compensation as defined in Section 415(c)(3) of the Code and the regulations promulgated thereunder, including elective deferrals within the meaning of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 457. In addition, for limitation years beginning on and after July 1, 2007, solely for purposes of applying the limitations under Code Section 415, "Compensation" shall also include payments made by the later of two and one half months after severance from employment, or the end of the limitation year that includes the date of severance from employment if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation. Effective January 1, 2009, solely for purposes of applying the limitations under Code Section 415, "Compensation" means, in addition to the above, "differential wage payments" as defined by Code Section 3401(h)(2). Except as otherwise set forth above, the definition of Compensation, in this Section 2.2(zz) shall apply for all purposes in the Plan including Code Section 415. The annual Compensation is limited to the OBRA'93 annual compensation limit of \$150,000, as adjusted for increases in the cost of living in increments of \$10,000 as provided in the Code.

- (aaa) Year of Participation: Shall mean a Plan Year during which the Participant completes 1,000 Hours of Service.
- (bbb) Minimum Benefit Plan: Shall mean this Plan.
- (ccc) Early Retirement Date or Age: Shall mean the later of the Participant's 55th birthday or completion of 10 Years of Credited Service. A Participant who separates from the service after having completed 10 Years of Credited Service, but prior to attaining age 55, shall be eligible for early retirement at his 55th birthday.

A Participant who retires at an Early Retirement Date shall have the right to elect in writing to receive his retirement benefit commencing as of his Early Retirement Date or on the first day of any month thereafter which precedes his Normal Retirement Date. If the Participant makes the election to receive his retirement benefit payable at an earlier commencement date, the amount of monthly retirement benefit payable at such earlier commencement date shall be the Participant's Accrued Benefit as of his Early Retirement Date reduced by one half of one percent (0.5%) for each month by which the benefit commencement date precedes what would otherwise be the Participant's Normal Retirement Date.

ARTICLE III
PARTICIPATION

3.1 Participation:

- (a) Any Employee who is not a member of the Excluded Class shall be eligible to become a Participant of the Plan upon the completion of all of the Eligibility Requirements.
- (b) An Employee of the Excluded Class shall become a Participant on the Effective Date of the first Entry Date following the completion of all of the Eligibility Requirements, unless such Employee was separated from the service of Employer and has not returned prior to the date he is to enter the Plan.
- (c) At the request of the Plan Administrator, each Employee who wishes to become a Participant shall furnish such information as is not available from the Employer and execute such forms as reasonably required by the Plan Administrator within a reasonable period of time after receiving notification of eligibility pursuant to Section 3.4.

3.2 Participation and Service Upon Reemployment: Upon the reemployment of any person after the Effective Date who had previously been employed by the Employer on or after the Effective Date, the following rules shall apply in determining his Participation in the Plan and his Service under Section 3.1.

- (a) A former Participant shall become a Participant immediately upon his return to the employ of the Employer if such former Participant has a nonforfeitable right to all or a portion of his Accrued Benefit derived from Employer Contributions at the time of his termination.
- (b) A former Participant who did not have a nonforfeitable right to any portion of his Accrued Benefit derived from Employer Contributions at the time of his termination shall be considered a new Employee, for eligibility purposes, if the number of consecutive one-year Breaks in Service equals or exceeds the greater of five (5) or aggregate number of Years of Service before such Break. If such former Participant's Years of Service before his termination exceed the number of consecutive one-year Breaks in Service after such termination, such Participant shall participate immediately.
- (c) Reclassification Out of or Into the Excluded Class: Any Employee, whether or not he has previously participated in the Plan, who was a member of the Excluded Class and is reclassified out of the Excluded Class shall be considered to have entered the Plan on the Entry Date immediately preceding the date of his reclassification if he had satisfied the Eligibility Requirements on such Entry Date.

Any Participant who is reclassified into the Excluded Class and who, prior to the reclassification, completed one thousand (1,000) Hours of Service in the Plan year in which such reclassification occurred, shall be treated for purposes of determining his Years of Participation and Years of Credited Service as though the reclassification had not occurred until the first day of the following Plan Year.

Subject to the above, an Employee shall not be credited with any Years of Participation or Years of Credited Service while a member of the Excluded Class. An Employee shall be credited with Years of Vesting Service and Years of Eligibility Service while a member of the Excluded Class.

Excluded Class means Employees who are not participating in this Plan and who would be eligible to participate in this Plan if the Collective Bargaining Agreement between their Employer and the Union (or another local Union affiliated with the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC) provided for contributions into this Plan.

- (d) In the event an Employee who is not a member of an eligible class of employees becomes a member of an eligible class, such Employee shall participate immediately if such Employee has satisfied the minimum age and service requirements and would have previously become a Participant had he been in an eligible class.

- 3.3 Termination of Participation: Participation in this Plan and Trust shall cease upon a Participant's death, disability, retirement or other severance of employment with the Employer or upon a Participant's commencement of a one-year Break in Service; provided, however, that no such termination of participation shall affect the Participant's vested (nonforfeitable) rights accrued prior to the termination. Any Participant who accrues a Year of Service in a Plan Year must participate during said Plan Year even if he is not an Employee at the end of the Plan Year.

- 3.4 Notices to Employees, Participants, Inactive Participants and Their Beneficiaries: Within ninety (90) days after each Employee becomes eligible to participate in this Plan, the Trustees shall so notify the Employee. The notice shall summarize the basic provisions of this Plan and Trust or, alternatively, may be accompanied by a copy of this Agreement.

Within the proper time periods, the Trustees shall also provide all Participants, Inactive Participants and their Beneficiaries with proper notices, summaries, reports, statements, Plan descriptions and any other documents required by law.

- 3.5 Election Not to Participate: Within ten (10) days after the Trustees notify an Employee of his eligibility to participate in this Plan, the eligible Employee may elect in writing not to participate; provided, however, that no such election may be made if the effect thereof is either to prohibit initial qualification or to disqualify the Trust under I.R.C. Section

401(a). Any such electing Employee may subsequently become a Participant during any Plan Year in which the Employee elects to participate if the Employee then meets the qualifications for participation under this Article III.

- 3.6 Determination of Participation: The Trustee shall have the sole authority and discretion to determine finally all matters of Employee eligibility and participation.
- 3.7 Omission of Eligible Employees: If, in any fiscal year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by his Employer for the year has been made, the appropriate Employer shall make a subsequent contribution with respect to the omitted Employee in the amount which the said Employer would have contributed with respect to him had he not been omitted. Such contribution shall be made regardless of whether or not it is deductible in whole or in part in any taxable year under applicable provisions of the Code by such Employer.
- 3.8 Year of Participation: If an Employee begins participation or re-participation in the Plan on a date other than the first day of the Plan Year, all of the Employee's Hours of Service completed during that Plan Year shall be counted in determining whether that Employee has completed a Year of Participation. Should the Employee complete at least 1,000 Hours of Service during that Plan Year, he shall be credited with a full Year of Participation.

ARTICLE IV

CONTRIBUTIONS AND FUNDING

- 4.1 Funding Method: The benefits provided by this Plan shall be funded by contributions from the Employers. Such contributions shall be made by the Employers in accordance with their Collective Bargaining Agreements or other written agreements with the Union.
- 4.2 Funding Standard Account: A Funding Standard Account shall be maintained for this Plan for each year it is subject to the minimum funding standards of ERISA. Each such Plan Year, the Funding Standard Account shall be charged with the amount determined by an Enrolled Actuary using an acceptable actuarial cost method and credited with the applicable Employer Contributions made for such Plan Year. In addition, the Funding Standard Account will be charged or credited with other amounts as may be required by the Code or ERISA including, but not necessarily limited to, amounts resulting from plan amendments, actuarial assumption changes, actuarial gains and losses and approved waived funding deficiencies. If the charges under the Funding Standard Account exceed the credits thereto, a funding deficiency will exist. Such deficiencies shall be eliminated as required by law or regulation.
- 4.3 Trust Fund: The Employers shall make all contributions to the Trust Fund established by the Trustees, to provide such monies as will be needed to provide Participants and their Beneficiaries with the benefits provided by this Plan.

- 4.4 Non-transferability of Annuity Contracts: In the event the assets of the Trust Fund include annuity contracts, all incidents of ownership in such contracts may be exercised by the Trustees, except to the extent any death benefits payable thereunder may be paid to the Beneficiary designated by the Participant. All such contracts shall provide that the owner may not change the ownership of the contract, nor may it be sold, assigned or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to anyone.
- 4.5 Exclusive Benefit: All contributions under this Plan shall be paid to the Trustees and deposited in the Trust Fund. All assets of the Trust Fund, including investment income, shall be retained for the exclusive benefit of Participants, Former Participants, and Beneficiaries and shall be used to pay benefits to such persons or to pay administrative expenses of the Plan and Trust Fund to the extent not paid by the Employer and shall not revert to or inure to the benefit of the Employer.

ARTICLE V

BENEFITS

- 5.1 Normal Annual Retirement Benefit: A Participant's Normal Annual Retirement Benefit shall be that stated in Article II.

At each Annual Valuation Date, the Trustee shall review each Participant's Compensation and, if his Compensation or his average annual compensation has changed such that the Normal Annual Retirement Benefit (stated on a monthly basis) differs by at least Ten Dollars (\$10.00) per month from the Participant's previous Benefit, the Employer shall correspondingly increase or decrease its Employer Contribution.

- 5.2 Payment of Retirement Benefits: Commencing at a Participant's Normal Retirement Date, his Normal Annual Retirement Benefit shall thereupon become completely nonforfeitable and shall be payable in a form determined under Article VI.
- 5.3 Postponed Retirement Benefit: The Participant may elect to postpone retirement beyond his Normal Retirement Date. Upon such postponement, the Fund shall defer payment of the Participant's Normal Annual Retirement Benefit until his actual Retirement, but no later than the time required in Article VI. The monthly amount of Postponed Retirement Benefit payable to a Participant on the Normal Form of Retirement Benefit shall be equal to the monthly amount of the Retirement Benefit determined under Article II, based on the Participant's Years of Credited Service to his Postponed Retirement Date, actuarially adjusted to reflect the delay in the distribution of benefits.

(a) Actuarial Adjustment for Delayed Retirement.

- (i) If the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement

Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the Normal Form if no other form is elected.

- (ii) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - (iii) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.
- (b) Any additional benefits earned by a Participant in Covered Employment after Normal Retirement Age will be determined at the end of each Calendar year and will be payable as of February 1, following the end of the Calendar year in which it accrued. Additional benefits described in this Section will be paid in the payment form in effect for the Participant as of the Annuity Starting Date most recently preceding the date the additional benefits became payable.
- (c) Upon attaining Normal Retirement Age, a Participant's Accrued benefit shall be completely nonforfeitable and fully vested.

5.4 Termination Benefits: If a Participant's employment or participation in this Plan terminates for any reason (other than Retirement, Death or Disability), the Participant's Benefits shall equal the Vested (nonforfeitable) Portion of his Accrued Benefit. If such Benefits are paid prior to the Participant's Normal Retirement Date, these Benefits shall be equal to the actuarial value of the Participant's Vested Portion of his Accrued Benefit. The Trustees shall pay any such Benefits in a form determined under Article VI.

5.5 Payment Procedure:

- (a) Upon a Participant's entitlement to payment of benefits due to Retirement or Disability other than benefits governed by Section 5.6(a), benefits shall be paid pursuant to Section 6.3 unless the Participant makes the appropriate election. If he makes this election, then such benefits shall be paid in a manner and at a time pursuant to an election made by the Participant.

The Committee shall provide each such Participant with appropriate election forms to select both the time and manner of benefit payment. The Participant may elect any form of benefit permitted by this Plan. The Participant may elect to have benefits commence as soon as reasonably practical or may defer commencement of benefits to any later time permitted by this Plan.

If the present value of a Participant's vested Accrued Benefit derived from Employer and Employee contributions exceeds (or at the time of any prior distribution exceeded) \$1,000 (or with respect to benefits payable prior to January 1, 2005, \$5,000), and the Accrued Benefit is immediately distributable, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such Accrued Benefit. The consent of the Participant and the Participant's spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Annuity Starting Date is the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the Participant and the Participant's spouse of the right to defer any distribution until the Participant's Accrued Benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Section 417(a)(3), and shall be provided no less than 30-days and no more than 180 days prior to the annuity starting date. However, distribution may commence less than 30 days after the Notice described in the preceding sentence is given, provided the distribution is one to which Sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a qualified joint and survivor annuity while the Accrued Benefit is immediately distributable. Neither the consent of the Participant nor the Participant's spouse shall be required to the extent that a distribution is required to satisfy Section 401(a)(9) or Section 415 of the Code.

Present value shall be determined in accordance with Article II of the Plan.

An Accrued Benefit is immediately distributable if any part of the Accrued Benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62.

For purposes of determining the applicability of the foregoing consent requirements to distributions made before the first day of the first Plan Year beginning after December 31, 1988, the Participant's vested Accrued Benefit shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Section 72(o)(5)(B) of the Code.

5.6 Cash Out Distribution

- (a) If an Employee terminates service, and the present value of the Employee's vested Accrued Benefit derived from Employer and Employee contributions is not greater than \$1,000 (and never exceeded \$1,000), (or with respect to benefits payable prior to January 1, 2005, \$5,000) the Employee will receive a distribution of the present value of the entire Vested Portion of such Accrued Benefit and the Non-vested Portion will be treated as a Forfeiture. For purposes of this Section, if the present value of Employee's vested Accrued Benefit is zero, the Employee shall be deemed to have received a distribution of such vested Accrued Benefit.
- (b) If an Employee terminates service, and the present value of the Employee's vested Accrued Benefit derived from Employer and Employee contributions exceeds (or ever exceeded) \$1,000, (or with respect to benefits payable prior to January 1, 2005, \$5,000) the Employee may elect (with the Employee's spouse's consent), in accordance with Section 5.5 of the Plan, to receive a distribution of the present value of the entire Vested Portion of such Accrued Benefit and the Non-vested Portion will be treated as a Forfeiture.
- (c) A Participant's vested Accrued Benefit shall not include accumulated deductible Employee contributions within the meaning of Section 72(o)(5)(B) of the Code for Plan Years beginning prior to January 1, 1989.
- (d) For the purpose of this Section 5.6, present value shall be calculated using the lesser of the interest rate specified for the Actuarial equivalence or the interest rate which would be used (as of the beginning of the Plan Year in which the distribution occurs) by the Pension Benefit Guaranty Corporation in determining the present value of a lump sum.

5.7 Buy Back of Benefits: If an Employee receives a distribution pursuant to Section 5.6 and the Employee resumes covered employment under the Plan, he or she shall have the right to restore his or her Employer-derived Accrued Benefit (including all optional forms of Benefits and subsidies relating to such Benefits) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate of five (5) percent. Such repayment must be made the earlier of five years after the first date on which the Participant is subsequently re-employed by the Employer, or the date the Participant incurs five (5) consecutive 1-year Breaks in Service following the date of distribution. If an Employee is deemed to receive a distribution pursuant to this Section, and the Employee resumes employment covered under this Plan before the date the Participant incurs five (5) consecutive 1-year Breaks in Service, upon the reemployment of such Employee, the Employer-derived Accrued Benefit will be restored to the amount on the date of such deemed distribution.

5.8 Disability Benefit: A Participant shall be eligible to receive a monthly Disability Benefit if he or she incurs a Disability within the meaning of Section 2.2(x) of this Plan, prior to

reaching Normal Retirement Age. The monthly amount of the Disability Benefit will be computed as if the Participant had reached Normal Retirement Age as of the date of Disability and shall be calculated in the same manner as a Normal Annual Retirement Benefit, without any reduction for Early Retirement. Payment of the Disability Benefit to a Participant with a Disability shall begin on the first day of the month following the receipt of an application for a Disability Benefit.

- 5.9 Limitation on Benefits: Anything herein to the contrary notwithstanding, and except as otherwise provided in Article XIV, the maximum annual Accrued Benefit payable with respect to any Participant in any Plan Year shall be the maximum permissible amount provided under Code Section 415, which shall be incorporated herein by reference. The Retirement Protection Act of 1994 ("RPA 94") IRC Section 415 effective date is for the limitation year after December 31, 1994. "Applicable Mortality Table" and "Applicable Interest Rate" as set forth in Sections 2.2(ss)(C) and (D), respectively, are applicable.
- 5.10 Non-Discrimination: In no event shall any of the provisions of this Plan discriminate in favor of any Highly Compensated Employee in violation of the non-discrimination requirements relating to amounts of contributions and benefits under Section 401(a)(4) of the Internal Revenue Service or in violation of the coverage requirements under Section 410(b) of the Code or under any of the regulations issued under either of such Sections.
- 5.11 Duplication of Benefits: To avoid any duplication of Benefits, if any Participant ceases to be employed for any reason other than retirement and is re-employed, his Retirement Benefit as a new Participant shall be reduced by any Benefit vested in him on account of his previous participation in the Plan.
- 5.12 Social Security Changes: If a Participant terminates employment with the Employer and does not subsequently resume participation in the Plan, the Benefits payable under this Plan shall not be decreased as a result of any increase in the benefit level or taxable wage base under Title II of the Social Security Act effective after the date the Participant terminates his employment with the Employer. If a Participant terminates employment with the Employer and subsequently resumes participation in the Plan, any increase in the benefit level or taxable wage base under Title II of the Social Security Act effective during his separation from service shall not have the effect of reducing the benefit to which a Participant would have been entitled if he had not returned to service after termination of employment with the Employer.
- 5.13 Disposition of Non-Vested Benefits: Any non-vested Accrued Benefit forfeited under this Plan pursuant to this Article shall become a general asset of this Plan and Trust and shall not be used to increase any benefits payable under this Plan. Any such non-vested Accrued Benefit shall be used to reduce future Employer Contributions to the Plan.
- 5.14 Reserved.

5.15 Determination of Frozen Accrued Benefit:

- (a) A Participant's frozen accrued benefit is the amount of the Participant's accrued benefit determined in accordance with the provisions of the Plan applicable in the year containing the latest Fresh-Start date, determined as if the Participant terminated employment with the Employer as of the latest Fresh-Start date, (or the date the Participant actually terminated employment with the Employer, if earlier), without regard to any amendment made to the Plan after that date other than amendments recognized as effective as of or before the date under Section 401(b) of the Internal Revenue Code or Section 1.401(a)(4)-11(g) of the Regulations. If the Participant has not had a Fresh-Start, the Participant's frozen accrued benefit will be zero.
- (b) If, as of the Participant's latest Fresh-Start date, the amount of a Participant's frozen accrued benefit was limited by the application of Section 415 of the Internal Revenue Code, the Participant's frozen accrued benefit will be increased for years after the latest Fresh-Start date to the extent permitted under Section 415(d)(1) of the Internal Revenue Code. In addition, the frozen accrued benefit of a Participant whose frozen accrued benefit includes the top-heavy minimum benefits provided in Article XLII of the Plan, will be increased to the extent necessary to comply with the average compensation requirement of Code Section 416(c)(1)(D)(i).
- (c) If: (1) the Plan's normal form of benefit in effect on the Participant's last Fresh-Start date is not the same as the normal form under the Plan after such Fresh-Start date and/or (2) the Normal Retirement Age for any Participant on that date was greater than the Normal Retirement Age for that Participant under the Plan after such Fresh-Start date, the frozen accrued benefit will be expressed as an actuarial equivalent benefit in the normal form under the Plan after the Participant's latest Fresh-Start date, commencing at the Participant's Normal Retirement Age under the Plan in effect after such latest Fresh-Start date.
- (d) If the Plan provides a new optional form of benefit with respect to a Participant's frozen accrued benefit, such new optional form of benefit will be provided with respect to each Participant's entire accrued benefit (i.e., accrued both before and after the Fresh-Start date). In addition, if this Plan is a Unit Credit Plan, with respect to Plan Years beginning after the latest Fresh-Start date, the current benefit formula will provide each Participant in the Fresh-Start group a benefit of not less than 0.5% of the Participant's average annual compensation times the Participant's Years of Service after the latest Fresh-Start date. If this is a flat benefit Plan, then, with respect to Plan years beginning after the Plan's latest Fresh-Start date, the current benefit formula will provide each Participant a benefit of not less than 25% of the Participant's average annual compensation. If a Participant will have less than 50 Years of Service after the latest Fresh-Start date through the year the Participant attains Normal Retirement Age (or current age, if

later), then such minimum percentage will be reduced by multiplying it by the following ratio:

Participant's Years of Service after the latest Fresh-Start date

50

- (e) If elected by the Employer in Section 2.2(vv) of the Plan, the provisions of Sections d(1) through d(5) below will apply to adjust the frozen accrued benefit of each Participant in the Fresh-Start group determined as of the latest Fresh-Start date under the Plan, if, as of that date, the Plan contained a benefit formula under which the Participant's accrued benefit could be determined with reference to compensation earned by the Participant in years beginning after the latest Fresh-Start date occurring before the first Plan Year beginning on or after January 1, 1994. In the case of a Section 412(i) Plan, the words "projected benefit" and "frozen projected benefit" will be substituted for "accrued benefit" and "frozen accrued benefit" respectively, wherever they appear in this Section.

- (1) If a Fresh-Start group fails to satisfy the minimum coverage requirements of Section 410(b) of the Internal Revenue Code for any Plan Year, the provisions of Sections (1) through (5) will not apply for that year or any subsequent year.

A Fresh-Start group is deemed to satisfy the minimum coverage requirements of Section 410(b) of the Internal Revenue Code for any Plan Year if any one of the following requirements is satisfied:

- (a) The Fresh-Start group satisfied the minimum coverage requirements of Section 410(b) for the first five Plan Years beginning after the Fresh-Start date;
- (b) The Fresh-Start group satisfied the ratio percentage test of Section 1.410(b)-2(b)(2) of the Regulations as of the Fresh-Start date;
- (c) The Fresh-Start group consists of an acquired group of Employees that satisfied the minimum coverage requirements of Section 410(b) (determined without regard to any of the special rules pertaining to certain dispositions or acquisitions provided in Section 410(b)(6)(C) as of the Fresh-Start date; or
- (d) The Fresh-Start date with respect to the Fresh-Start group occurs before the first day of the first Plan year beginning on or after January 1, 1994.
- (2) Unit Credit Plans – With respect to Plan Years beginning after the latest Fresh-Start date, the current benefit formula will provide each Participant in the Fresh-Start group a benefit of not less than 5% of the Participant's

average annual compensation times the Participant's Years of Service after the latest Fresh-Start date.

- (3) Flat Benefit Plans – With respect to Plan Years beginning after the Plan's latest Fresh-Start date, the current benefit formula will provide each Participant a benefit not less than 25% of the Participant's average annual compensation. If a Participant will have less than 50 years of service under the Plan after the latest Fresh-Start date through the year the Participant attains the Normal Retirement Age (or current age, if later), then such minimum percentage will be reduced by multiplying it by the following ratio:

$$\frac{\text{Participant's Years of Service after the latest Fresh-Start date}}{50}$$

- (f) The minimum benefit in Sections 2(a) through 2(c) below take into account an Employee's past service in determining the Participant's accrued benefit under the Plan and may cause the Plan to fail to satisfy the safe harbor for past service in Section 1.401(a)(4)-5(a)(3) of the Income Tax Regulations.
- (1) If this Plan was a Defined Benefit Excess Plan as of the latest Fresh-Start date, the frozen accrued benefit of each Participant in the Fresh-Start group will be increased, to the extent necessary, if any, so that the base benefit percentage, determined with reference to all of the Participant's Years of Service as of the latest Fresh-Start date, is not less than 50% of the excess benefit percentage as of the latest Fresh-Start date, determined with reference to all of the Participant's Years of Service as of the latest Fresh-Start date. For this purpose, a Defined Benefit Excess Plan is a Defined Benefit Plan under which the rate at which Employer-provided benefits are determined with respect to average annual compensation above the integration level under the Plan is greater than the rate at which Employer-provided benefits are determined with respect to average annual compensation at or below the integration level.
- (2) If this Plan was a PIA offset Plan as of the latest Fresh-Start date, the Offset applied to determine the frozen accrued benefit of each Participant in the Fresh-Start group will be decreased, to the extent necessary if any, so that it does not exceed 50% of the benefit determined without applying the offset, taking into account all the Participant's Years of Service as of the latest Fresh-Start date. For this purpose, a PIA offset Plan is a Plan that applies the Plan's benefit rates uniformly regardless of a Participant's compensation, but that reduces a Participant's benefit by a stated percentage of the Participant's primary insurance amount under the Social Security Act.

- (3) In the case of a Plan other than a Plan described in Sections 2(a) and 2(b) above, the frozen accrued benefit of each Participant in the Fresh-Start group will be increased, to the extent necessary, if any, in a manner that is actuarially equivalent to the adjustment required under Sections 2(a) and 2(b).
- (g) If elected by the Employer in Section 2.2(w) of this Plan, the frozen accrued benefit (as adjusted under Sections 2(a) through 2(b) above, as applicable) of each Participant other than Section 401(a)(17) Participants in the Fresh-Start group will be adjusted in accordance with one of the methods set forth in Section (4) below. The frozen accrued benefit of all Section 401(a)(17) Participants will be determined in accordance with the special adjustment applicable to Section 401(a)(17) Participants in Section (5) below.
- (1) A Section 401(a)(17) Participant includes a Tax Reform Act of 1986 (TRA '86) Section 401(a)(17) Participants as well as an Omnibus Budget Reconciliation Act of 1993 (OBRA '93) Section 401(a)(17) Participant. A TRA '86 Section 401(a)(17) Participant means a Participant whose accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1989, is based on compensation for a year beginning prior to the TRA '86 statutory effective date that exceeded \$200,000. An OBRA '93 Section 401(a)(17) Participant means a Participant whose accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1994, is based on compensation for a year beginning prior to the first date of the first Plan Year beginning on or after January 1, 1994, that exceeded \$150,000.
- (h) The frozen accrued benefit of each Participant in the Fresh-Start group other than Section 401(a)(17) Participants will be adjusted in accordance with one of the following methods, as stated by the Employer in Section 2.2(vv) of the Plan:
- (1) Old Compensation Fraction. The frozen accrued benefit of each Participant in the Fresh-Start group, as adjusted in Sections 2.1 through 2.3 above, as applicable, will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's compensation for the current Plan Year, using the same definition and compensation formula used in determining the Participant's frozen accrued benefit, and the denominator of which is the Participant's compensation as of the Fresh-Start date, determined in the same manner as the numerator.
- (2) New Compensation Fraction. The frozen accrued benefit of each Participant in the Fresh-Start group, as adjusted in Sections 2.1 through 2.3 above, as applicable, will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's average annual compensation, as defined in Section 2.2 of the Plan, for the current Plan Year, and the

denominator is the Participant's average annual compensation as of the Fresh-Start date determined in the same manner as the numerator.

- (3) Reconstructed Compensation Fraction. The frozen accrued benefit of each Participant in the Fresh-Start group, as adjusted in Sections 2.1 through 2.3 above, as applicable, will be multiplied by a fraction (not less than 1), the numerator of which is the Participant's average annual compensation, as defined in Section 2.2 of the Plan, for the current Plan Year, and the denominator of which is the Participant's reconstructed average annual compensation as of the Fresh-Start date.

A Participant's "reconstructed compensation" will be equal to the Participant's average annual compensation, as defined in Section 2.2 of the Plan, for the Plan Year elected by the Employer in the adoption agreement multiplied by a fraction, the numerator of which is the Participant's compensation for the Plan Year ending on the latest Fresh-Start date determined using the same compensation definition and compensation formula used to determine the Participant's frozen accrued benefit, and the denominator of which is the Participant's compensation for the selected year, determined in the same manner as the numerator.

- (4) Alternative Adjustment. In lieu of applying the fractions in paragraphs 3(a) and 3(b) above, if the Employer elects, a Participant's adjusted accrued benefit will be determined by substituting the Participant's compensation (as defined in Article II of the Plan) for the current Plan Year determined under the same compensation formula and underlying definition of compensation used to determine the frozen accrued benefit of each Participant in the Fresh-Start group.

- (i) If stated by the Employer in Section 2.2(vv) of the Plan, the frozen accrued benefit of each Section 401(a)(17) Participant in the Fresh-Start group will be adjusted in accordance with the following method:

Section 401(a)(17) Participants who are OBRA '93 Section 401(a)(17) Participants only:

- (1) Determine the frozen accrued benefit of each OBRA '93 Section 401(a)(17) Participant as of the last day of the Plan Year beginning before January 1, 1994.
- (2) Adjust the amount in step 1 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the average compensation of the OBRA '93 Section 401(a)(17) Employee determined for the current year (as limited by Section 401(a)(17), using the same definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994. The denominator of the

fraction is the Participant's average compensation for the last day of the last Plan Year beginning before January 1, 1994, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994.

Section 401(a)(17) Participants who are both TRA '86 Section 401(a)(17) Participants and OBRA'93 Section 401(a)(17) Participants:

- (1) Determine each TRA '86 Section 401(a)(17) Participant's frozen accrued benefit as of the last day of the last Plan Year beginning before January 1, 1989.
- (2) Adjust the amount in Step 1 up through the last day of the last Plan Year beginning before the first Plan Year beginning on or after January 1, 1994, by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation determined for the current year (as limited by Section 401(a)(17)), using the same definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989. The denominator of the fraction is the Participant's average compensation for the last day of the Plan Year beginning before January 1, 1989, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989.
- (3) Determine each TRA '86 Section 401(a)(17) Participant's frozen accrued benefit as of the last day of the last Plan Year beginning before January 1, 1994.
- (4) Subtract the amount determined in step 2 from the amount determined in step 1.
- (5) Adjust the amount in step 4 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation determined for the current year (as limited by Section 401(a)(17)), using the same definition and compensation formula in effect as of the last day of the Plan Year beginning before January 1, 1994. The denominator of the fraction is the Participant's average compensation for the last day of the Plan Year beginning before January 1, 1994, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1994.
- (6) Adjust the amount in step 1 by multiplying it by the following fraction (not less than 1). The numerator of the fraction is the TRA '86 Section 401(a)(17) Participant's average compensation for the current year (as limited by Section 401(a)(17)), using the same definition of compensation

and compensation formula in effect as of the last day of the last plan year beginning before January 1, 1989. The denominator of the fraction is the Participant's average compensation for the last day of the last plan year beginning before January 1, 1989, using the definition and compensation formula in effect as of the last day of the last Plan Year beginning before January 1, 1989.

5.16 Reserved.

ARTICLE VI

FORMS AND PAYMENTS OF BENEFIT

6.1 Normal Form of Retirement Benefit: The Normal Form of Retirement Benefit shall be as stated in Article II.

- (a) Subject to this Article and Article V, a Participant shall receive his benefits in the Normal Form of Retirement Benefit.
- (b) Optional Forms of Retirement Benefit: Subject to the restrictions of this Section and Sections 6.2 and 6.3, a Participant may receive his benefits as an Optional Form of Retirement Benefit. The amount payable as an Optional Form of Retirement Benefit shall be the Actuarial Equivalent of the monthly amount of benefit payable to the Participant on the Normal Form of Retirement Benefit on the date his benefits commence.

The Optional Forms of Retirement Benefit are:

- (1) Life Annuity This Optional Form of Retirement Benefit shall provide monthly payments to the Participant, continuing for his lifetime and terminating with the last payment due prior to the death of the Participant.
- (2) Life Annuity With Period Certain This Optional Form of Retirement Benefit shall provide monthly payments to the Participant, continuing for his lifetime, and terminating with the last payment due prior to the death of the Participant. Provided, however, if the Participant dies before having received payments for the specified period certain (from 60 months to 120 months, as elected by the Participant), the payments for the remainder of such period certain shall be paid to his beneficiary or contingent beneficiary.
- (3) Joint and Survivor Annuity. This Optional Form of Retirement Benefit shall provide monthly payments to the Participant for his lifetime and continuing thereafter to his spouse, if surviving at the Participant's death, for the spouse's lifetime in an amount equal to the specified percentage, of 50%, 66 2/3% or 100% (as elected by the Participant), of the amount

which had been payable to the Participant. For purposes of this paragraph, the spouse of a Participant at the time his benefits commence shall be considered to continue to be his spouse notwithstanding any subsequent divorce or remarriage of the Participant. Effective January 1, 2007, the 66 2/3% Joint and Survivor Annuity is replaced with a 75% Joint and Survivor Annuity. If elected, the 50%, 75% or 100% Joint and Survivor Annuity will provide a Participant's surviving spouse with lifetime monthly payments equal to 50%, 75% or 100% respectively of the Participant's monthly payments. The Participant's monthly payments will be reduced to reflect payment over two lives, the Participant's and the surviving spouse's.

(c) Restrictions on Forms of Retirement Benefits: Notwithstanding any other provision of this Article, no Optional Form of Retirement Benefit may be elected:

- (1) Which would provide payments over a period that exceeds the greater of the life expectancy of the Participant or the joint life expectancy of the Participant and his spouse as of the date payments are to begin; or
- (2) Unless the lump sum Actuarial Equivalent, as of the date payments are to begin, of the payments expected to be made to the Participant or his spouse, exceeds (50%) of the lump sum Actuarial Equivalent, as of such date, of the total payments expected to be made under the option elected.

6.2 Distribution Requirements:

(a) General Rules:

- (1) Subject to Article 6.3, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan.
- (2) All distributions required under this Article shall be determined and made in accordance with the Section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental benefit requirement of the regulations.

(b) Required Beginning Date: The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date.

(c) Limits on Distribution Periods: As of the first distribution Calendar Year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof):

- (1) the life of the Participant,

- (2) the life of the Participant and a designated beneficiary,
 - (3) a period certain not extending beyond the life expectancy of the Participant, or
 - (4) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated beneficiary.
- (d) Determination of amount to be distributed each year:
- (1) If the Participant's interest is to be paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:
 - (a) the annuity distributions must be paid in periodic payments made at intervals not longer than one year;
 - (b) the distribution period must be over a life (or lives) or over a period certain not longer than a life expectancy (or joint life and last survivor expectancy) described in Section 401(a)(9)(A)(ii) or Section 401(a)(9)(B)(iii) of the Code, whichever is applicable;
 - (c) the life expectancy (or joint life and last survivor expectancy) for purposes of determining the period certain shall be determined without recalculation of life expectancy;
 - (d) once payments have begun over a period certain, the period certain may not be lengthened even if the period certain is shorter than the maximum permitted;
 - (e) payments must either be non-increasing, or increase only as follows:
 - (i) with any percentage increase in a specified and generally recognized cost-of-living index;
 - (ii) to the extent of the reduction to the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (c) above dies and the payments continue otherwise in accordance with that Section over the life of the Participant;

- (iii) to provide cash refunds of Employee Contributions upon the Participant's death; or
- (iv) because of an increase in benefits under the Plan.

- (f) If the annuity is a life annuity (or a life annuity with a period certain not exceeding 20 years), the amount which must be distributed on or before the Participant's Required Beginning Date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Section (e) below) shall be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next Calendar Year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually.

If the annuity is a period certain annuity without a life contingency (or is a life annuity with a period certain exceeding 20 years) periodic payments for each distribution Calendar Year shall be combined and treated as an annual amount. The amount which must be distributed by the Participant's Required Beginning Date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Section (e) below) is the annual amount for the first distribution Calendar Year. The annual amount for other distribution Calendar Years, including the annual amount for the Calendar Year in which the Participant's Required Beginning Date (or the date distributions are required to begin pursuant to Section (e) below) occurs must be distributed on or before December 31 of the Calendar Year for which the distribution is required.

- (g) Unless the Participant's spouse is the designated beneficiary, if the Participant's interest is being distributed in the form of a period certain annuity without a life contingency, the period certain as of the beginning of the first distribution Calendar Year may not exceed the applicable period determined under Code Section 401(a)(9) and the regulations thereunder.
- (h) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such

period that would have been payable to the Participant under Code Section 401(a)(9) and the regulations thereunder.

- (2) If the form of distribution is an annuity made in accordance with this Section (d), any additional benefits accruing to the Participant after his or her Required Beginning Date shall be distributed as a separate and identifiable component of the annuity beginning with the first payment interval ending in the Calendar Year immediately following the Calendar Year in which such amount accrues.
- (3) Any part of the Participant's interest which is in the form of an individual account shall be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the regulations thereunder.

(c) Death Distribution Provisions:

- (1) Distribution beginning before death: If the Participant dies after distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed as rapidly as under the method of distribution being used prior to the Participant's death.
- (2) Distribution beginning after death: If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the Calendar Year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:
 - (a) if any portion of the Participant's interest is payable to a designated beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated beneficiary commencing on or before December 31 of the Calendar Year immediately following the Calendar Year in which the Participant died;
 - (b) if the designated beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with (a) above shall not be earlier than the later of (1) December 31 of the Calendar Year immediately following the Calendar Year in which the Participant died and (2) December 31 of the Calendar Year in which the Participant would have attained age 70 1/2.

If the Participant has not made an election pursuant to this Section (c)(2) by the time of his or her death, the Participant's designated beneficiary must elect the method of distribution no later than the earlier of (a) December 31 of the Calendar Year in which

distributions would be required to begin under this Section, or (b) December 31 of the Calendar Year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated beneficiary, or if the designated beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the Calendar Year containing the fifth anniversary of the Participant's death.

- (3) For purposes of Section (e)(2) above, if the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of Section (e)(2), with the exception of paragraph (2) therein, shall be applied as if the surviving spouse were the Participant.
- (4) For purposes of this Section (e), any amount paid to a child of the Participant will be treated as if it had been paid to the surviving spouse if the amount becomes payable to the surviving spouse when the child reaches the age of majority.
- (5) For the purposes of this Section (e), distribution of a Participant's interest is considered to begin on the Participant's Required Beginning Date (or, if Section (e)(3) above is applicable, the date distribution is required to begin to the surviving spouse pursuant to Section (e)(2) above). If distribution in the form of an annuity described in Section (d)(2)(a) above irrevocably commences to the Participant before the Required Beginning Date, the date distribution is considered to begin is the date distribution actually commences.
- (6) The surviving spouse may elect to take his or her distribution of a Participant's interest as an actuarially equivalent single lump sum payment as set forth in Section 6.8.

(f) Definitions:

- (1) Designated beneficiary: The individual who is designated as the beneficiary under the Plan in accordance with Section 401(a)(9) of the Code and the regulations thereunder.
- (2) Distribution calendar year: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution Calendar Year is the Calendar Year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution Calendar Year is the Calendar Year in which distributions are required to begin pursuant to Section (5) above.

- (3) Life expectancy: Life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or designated beneficiary) as of the Participant's (or designated beneficiary's) birthday in the applicable Calendar Year. The applicable Calendar Year shall be the first distribution Calendar Year. If annuity payments commence before the Required Beginning Date, the applicable Calendar Year is the year such payments commence. Life expectancy and joint and last survivor expectancy are computed by use of the expected return multiples in Table V and VI of Section 1.72-9 of the Income Tax Regulations.
- (4) Required Beginning Date: The Required Beginning Date of a Participant is the first day of April of the Calendar Year following the Calendar Year in which the Participant attains age 70 1/2.
- (g) Minimum Distribution Requirements for Distributions on and after January 1, 2003.

- (1) Applicability and Scope. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

The requirements of this Section will take precedence over any inconsistent provisions of the Plan. Except to the extent inconsistent with this Section, all distribution options provided under the Plan are preserved. This Section does not authorize any distribution options not otherwise provided under the Plan.

All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

- (2) Time and Manner of Distribution.

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

If the Participant dies before distribution begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (A) If the Participant's surviving spouse is the Participant's sole designated beneficiary, distribution to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

- (B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distribution to the surviving spouse begins, this subsection (2) other than paragraph (A) above, will apply as if the surviving spouse were the Participant.

For purposes of this subsection (2) and subsection (5), distributions are considered to begin on the Participant's Required Beginning Date (or, if paragraph (D) of this subsection (2) applies, the date distributions are required to begin to the surviving spouse under paragraph (A) of this subsection (2)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (A) of this subsection (2)), the date distributions are considered to begin in the date distributions actually commence.

Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (3), (4) and (5) of this Section.

(3) Determination of Amount to be Distributed Each Year.

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (4) or (5);

- (C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (D) payments will either be non-increasing or increase only as follows:
 - (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (4) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Internal Revenue Code Section 414(p);
 - (iii) to provide cash refunds of employee contributions upon the Participant's death; or
 - (iv) to pay increased benefits that result from a Plan amendment.

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under paragraph (A) or (B) of subsection (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(4) Requirements for Annuity Distributions that Commence During Participant's Lifetime.

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations as adjusted in the manner set forth in Q&A 2(c) of that regulation. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this paragraph, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(5) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

If the Participant dies before the date distribution of his or her interest begins and there is a designed beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraph

(A) or (B) of subsection (2), over the life of the designated beneficiary or over a period certain not exceeding:

- (A) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- (B) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving Spouse begin, this subsection (5) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (A) of subsection (2).

(6) Definitions.

- (A) The "beneficiary" is the individual who is designated as the beneficiary under the terms of the Plan and is the designated beneficiary under Section 401(1)(9) of the Internal Revenue Code and Section 1.401(a)(9)-9, Q&A-4, of the Treasury regulations.
- (B) A "distribution calendar year" is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to.
- (C) Life Expectancy is computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations

- (D) The Required Beginning Date is the date specified in Section 6.2(f)(4) of the Plan.

6.3 Joint and Survivor Annuity and Pre-retirement Survivor Annuity Requirements.

- (a) The provisions of this Article shall apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984, and such other Participant's as provided in Section (f).
- (b) Qualified Joint and Survivor Annuity: Unless an optional form of benefit is selected pursuant to a qualified election within the 180-day period ending on the Annuity Starting Date, a married Participant's vested Accrued Benefit will be paid in the form of a qualified joint and survivor annuity and an unmarried Participant's vested Accrued Benefit will be paid in the normal form of an immediate life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.
- (c) Qualified Pre-Retirement Survivor Annuity:
- (1) If a Participant dies after the earliest retirement age the Participant's surviving spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate qualified joint and survivor annuity on the day before the Participant's date of death.

The surviving spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving spouse under a qualified joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment. In lieu of such annuity, the surviving spouse may elect to receive a lump sum payment under Section 6.8.

- (2) If a Participant dies on or before the earliest retirement age, the Participant's surviving spouse (if any) will receive the same benefit that would be payable if the Participant had:
- (i) separated from service on the date of death (or date of separation from service, if earlier),
 - (ii) survived to the earliest retirement age,
 - (iii) retired with an immediate qualified joint and survivor annuity at the earliest retirement age, and
 - (iv) died on the day after the earliest retirement age.

- (3) For purposes of Section (b)(2), and subject to the provisions of Section 5.5 of the Plan, a surviving spouse will begin to receive payments, at the earliest retirement age. Benefits commencing after the earliest retirement age will be the actuarial equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate qualified joint and survivor annuity in accordance with Section (c)(2).
- (4) For the purposes of Section (c), the benefit payable to the surviving spouse shall be attributable to Employee contribution in the same proportion as the total Accrued Benefit derived from Employee contributions is to the Accrued Benefit of the Participant.

(d) Definitions

- (1) Election Period: The period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age 35 is attained, with respect to the benefits accrued prior to separation, the election period shall begin on the date of separation.

Pre-age 35 waiver: A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the qualified pre-retirement survivor annuity for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election will not be valid unless the Participant receives a written explanation of the qualified pre-retirement survivor annuity in such terms as are comparable to the explanation required under Section (e)(1). Qualified pre-retirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article.

- (2) Earliest Retirement Age: The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.
- (3) Qualified Election: A waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity. Any waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity shall not be effective unless: (a) the Participant's spouse consents in writing to the election; (b) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal

consent); (c) the spouse's consent acknowledges the effect of the election; and (d) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the qualified joint and survivor annuity will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided Section 5 below.

- (4) Qualified Joint and Survivor Annuity: An immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the survivor annuity under the Plan shall be 50%.
- (5) Spouse (Surviving Spouse): The spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Code.
- (6) Annuity Starting Date: The first day of the first period for which an amount is paid as an annuity or any other form.

The Annuity Starting Date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at normal retirement age.

- (7) Vested Accrued Benefit: The value of the Participant's vested Accrued Benefit derived from Employer and Employee contributions (including rollovers). The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions, Employee Contributions (or both) at the time of death or distribution.

(e) Notice Requirements

- (1) In the case of a qualified joint and survivor annuity as described in Section (b) of this Article, the Plan Administrator shall provide each Participant no less than 30 days and no more than 180 days prior to the annuity starting date a written explanation of: (i) the terms and conditions of qualified joint and survivor annuity; (ii) the Participant's right to make the effect of an election to waive the qualified joint and survivor annuity form of benefit; (iii) the rights of a Participant's spouse; (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity; and (v) the relative values of the various optional forms of benefit under the Plan.
- (2) In the case of a qualified pre-retirement survivor annuity as described in Section (c) of this Article, the Plan Administrator shall provide each Participant within the applicable period for such Participant, a written explanation of the qualified pre-retirement survivor annuity in such terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of Section (e)(1) applicable to a qualified joint and survivor annuity.

The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; (iii) a reasonable period ending after Section (e)(3) ceases to apply to the Participant; (iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation of service in case of a Participant who separates from service before attaining age 35.

For purposes of the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two-year period beginning one year prior to the date of the applicable event occurs and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a

Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

- (3) Notwithstanding the other requirements of this Section (e), the respective notices prescribed by this Section need not be given to a Participant if (1) the Plan "fully subsidizes" the costs of a qualified joint and survivor annuity or qualified pre-retirement survivor annuity and (2) the Plan does not allow the Participant to waive the qualified joint and survivor annuity of qualified pre-retirement survivor annuity and does not allow a married Participant to designate a non-spouse beneficiary. For purposes of this Section (3), a Plan fully subsidizes the costs of a benefit if under the Plan no increase in cost or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit. Prior to the time the Plan allows the Participant to waive the qualified pre-retirement survivor annuity, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

6.4 Time of Payment: Payment of benefits under the Plan to the Participant will begin no later than the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occur:

- (a) the attainment by the Participant of age 65, or, if earlier, the Normal Retirement Age specified under the Plan.
- (b) The 10th anniversary of the year in which the Participant commenced participation in the Plan.
- (c) The termination of the Participant's service with the Employer.
- (d) The date specified in an election made by the Participant. This election shall be made by submitting to the Plan Administrator a written statement, signed by the Participant, which describes the benefit and the date on which payment of such benefit shall commence. No election to defer benefits may be made unless the present value of the payments to be made to the Participant is more than 50% of the present value of the total payments to be made to the Participant and his beneficiaries. Notwithstanding the foregoing, the failure of a Participant and spouse to consent to a distribution while a benefit is immediately distributable within the meaning of Section 5.2(a) of the Plan shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

If the amount of the payment required to commence on the date determined above cannot be ascertained by such date, or if it is not possible to make such payment on such date because the Plan Administrator has been unable to locate the Participant after making reasonable efforts to do so, a payment retroactive to such

date may be made no later than sixty (60) days after the earliest date on which the amount of such payment can be ascertained or the date the Participant is located, whichever is applicable.

- 6.5 Manner of Providing Benefits: Any benefits payable under this Plan shall be provided by direct payments from the Trust, payments by an Insurer pursuant to a group annuity contract issued to the Trustees, or the purchase by the Trustees of a single premium nontransferable individual annuity contract from an Insurer.

The amount which a Participant, Former Participant or beneficiary is entitled to receive at any time and from time to time may be paid in cash or in securities, or in any combination thereof, provided no discrimination in value results therefrom.

- 6.6 Designation of Beneficiary: Each Participant or Former Participant shall be given the opportunity to designate a beneficiary and contingent beneficiary and from time to time the Participant or Former Participant may file with the Plan Administrator a new or revised designation. Each Participant or Former Participant may also designate any form of payment available to such beneficiary or contingent beneficiary. Such designations shall be in writing on such form as the Plan Administrator shall provide.

If a Participant has a spouse on his Date of Death, this spouse shall be deemed his beneficiary for the portion of his Death Benefit defined in Section 6.3 (c)(2), and any other designation as to this portion made shall be void unless it is pursuant to a Qualified Election.

A Participant may designate a new beneficiary other than his spouse for that portion of his Death Benefit described in Section 6.3 (c)(2) by making a Qualified Election. A Participant may designate any beneficiary for the portion of his Death Benefit in excess of that described in Section 6.3 (c)(2).

If on the date of the Participant's death his designated beneficiary does not survive him, the contingent beneficiary shall become the beneficiary and any death benefits shall be paid to him. If a deceased Participant is not survived by a designated beneficiary or contingent beneficiary, or if no beneficiary was designated, the benefits shall be paid to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the Participant's (a) widow or widower; (b) children per stirpes; (c) parents; (d) brothers and sisters; (e) executor or administrator of his estate.

If the beneficiary or contingent beneficiary is living on the date of the Participant's death, but such person dies prior to receiving the entire death benefit payable to him, the remaining portion of such death benefit shall be paid to such person's named beneficiary or, if none, to such person's estate subject to the right of commutation.

6.7 Vesting Provisions

- (a) If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least 3 years of service with the Employer may elect within a reasonable period after the adoption of the amendment or change, to have this nonforfeitable percentage computed under the Plan without regard to such amendment or change.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (1) 60 days after the amendment is adopted; or
 - (2) 60 days after the amendment becomes effective; or
 - (3) 60 days after the Participant is issued written notice of the amendment by the Plan Administrator.
- (b) (1) If a Participant shall have a one-year Break in Service, any years of Service before the one-year Break in Service shall not be included in Vested Service until the Participant shall have completed a Year of Service after the one-year Break in Service.
- (2) In the case of a Participant who has five (5) or more consecutive One-Year Breaks in Service, the Participant's pre-break service will count in vesting of the Employer-derived Accrued Benefit only if either:
- (i) such Participant has any nonforfeitable interest in the Accrued Benefit attributable to Employer Contributions at the time of separation from service; or
 - (ii) upon returning to service the number of consecutive 1-year Breaks in Service is less than the number of Years of Service.

- 6.8 (a) Payment of Death Benefits: In the absence of a designated form of payment by the Participant, as provided in Section 6.6, the spouse or other beneficiary or a Participant may elect to receive any death benefits payable hereunder as an Optional Form of Payment. The election shall be in writing and shall be filed with the Committee at least thirty (30) days prior to the date payment is to begin. The amount payable on the Optional Form of Payment shall be the Actuarial Equivalent of the benefit otherwise payable to the spouse or other beneficiary on the date payment commences.

- (b) The Optional Forms of Payment shall include:

- (1) Life Annuity: This Optional Form of Payment shall provide monthly payments to the beneficiary or spouse continuing for his lifetime and terminating with the last payment due prior to the death of such person.
- (2) Lump Sum Settlement: This Optional Form of Payment shall provide a single lump sum payment to the beneficiary or spouse in cash or kind.
- (3) Any combination of the above.

The Spouse or Beneficiary may also elect to defer the commencement of any Death Benefit Payable to a later date.

- (4) Any election made pursuant to this Section 6.8 shall be subject to the requirements of Sections 6.2 and 6.3 of this Plan.

6.9 Retirement Defined: Suspension of Benefits for Engaging in Disqualifying Employment.

- (a) Definitions. As used herein, an Employee shall be deemed to have retired if and when he ceases employment, either as Employee or in self-employment, in the theatrical, television or amusement industry within the trade and geographic area covered by the Pension Plan or as a salaried officer or Employee of the Union.

As used herein, the term "disqualifying employment" means employment, either as an Employee or in self-employment, in the theatrical, television or amusement industry within the geographic area covered by the Pension Plan in a trade or craft in which the Employee was at any time employed while participating in such Plan or as a salaried officer or Employee of the Union.

As used herein, the phrase "within the geographic area covered by the Pension Plan" means the United States of America.

- (b) Suspension Prior to Normal Retirement Age. During the period prior to Normal Retirement Age, as herein defined, the monthly benefit of a Pensioner shall be suspended for any calendar month in which he performs any disqualifying employment. As used in this subdivision and elsewhere in the Section, "employment" shall mean not only employment for which the individual is paid or entitled to be paid for the performance of duties for the Employer but also employment for which payment is made although no duties are performed such as for vacation, holiday, jury duty, sick leave, or other paid leave of absence. Payments to a Pensioner for Worker's Compensation or Disability Benefits under State laws shall not, however, constitute "employment" hereunder.

In addition, the monthly benefit shall be suspended for the six consecutive months after any consecutive period of one or more months during which the Pensioner was engaged in disqualifying employment. If the Pensioner has failed to notify the Fund Office of employment that may be the basis for suspension of benefits under Subsection "(b)" hereof, in accordance with the notification requirements of

Subsection "(f)" hereof, or has willfully misrepresented to the Fund any material fact regarding disqualifying employment the monthly benefit shall be suspended for an additional period of up to six months.

The provisions of this Subsection "(b)" shall not however, result in the suspension of the benefit for any month after the Pensioner has attained Normal Retirement Age.

- (c) Suspension After Normal Retirement Age. During the period on or after attainment of Normal Retirement Age, the monthly benefit of an employee or Pensioner shall be suspended for any calendar month during which he is engaged in disqualifying employment on at least eight (8) days or separate work shifts.
- (d) Amount of Benefit on Resumption of Payment. The monthly amount of pension when resumed after suspension shall be re-determined in accordance with paragraphs (1) through (4) if applicable. Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Employee's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.
 - (1) If the pension was first payable after Normal Retirement Age, resumption shall be at the same monthly amount except as adjusted for additional credit earned pursuant to (2) below.

Upon resumption of benefits after a suspension of benefits before Normal Retirement Age, the monthly amount of the original benefit shall be recomputed based on the Pensioner's age at the time benefits are resumed reduced by the number of months for which he had previously received benefits.

- (2) A Pensioner who returns to Covered Employment and earns a year of Credited Service, but less than five consecutive years of Credited Service, shall be entitled to have his original benefit, as adjusted in paragraph (1) above, increased by any additional Credited Service he may have accrued during his period of reemployment. If the Pensioner has not attained Normal Retirement Age, the additional benefit shall be reduced in accordance with Section 2.2 (ccc), to reflect his actual age when benefits are resumed. In no event, however, shall a Pensioner's benefit, as recomputed, exceed the maximum benefit allowable.
 - (3) A Pensioner who returns to Covered Employment and earns at least five consecutive years of Credited Service shall be entitled to a complete re-computation of his benefit amount based on any additional Credit Service he may have accrued, as though he had not previously received any benefits.

- (4) A Joint and Survivor Pension in effect immediately prior to suspension of benefits shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Joint and Survivor Pension when his benefits are resumed unless he is entitled to a complete re-computation of his Pension in accordance with paragraph (3) above.
- (e) Commencement of Benefits on Resumption of Payment. If benefit payments have been suspended in accordance herewith, payments shall resume no later than the third calendar month after the calendar month in which the Pensioner ceases to be engaged in disqualifying employment including for this purpose any six-month suspension period under "(b)" hereof, provided the Pensioner has complied with the notice requirements specified in Subsection "(g)" hereof. The initial payment on resumption shall include the benefit payable for the calendar months when the payments resume plus any amounts withheld during the period between cessation of disqualifying employment and resumption of payments, less any deductions as hereinafter provided. There shall be deducted from any such resumed payments any benefit amounts previously paid to the Pensioner for calendar months in which he was engaged in disqualifying employment, provided such deduction does not exceed, in any one month after the first three months of resumed payment, 25% of the benefit otherwise payable for that month. If a Pensioner died before recoupment of overpayments has been completed, deduction shall be made from the benefits payable to his beneficiary or contingent annuitant subject to the 25% limitation.
- (f) Notification to Pensioner of Suspension Rules. Upon commencement of pension payments, the Fund Office shall notify the Pensioner of the rules governing suspension of benefits, including identification of the industry or industries and geographic area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon such resumption, be given to the Pensioner if there has been any material change in the suspension rules or the identity of the industry or industries or the geographic area covered by the Plan.

Notification of Suspension. Suspension of benefits as herein provided shall not occur unless the Employee or Pensioner has been notified, by personal delivery or first class mail, during the first calendar month of such suspension of the specific reasons for the suspension, given a general description of the applicable Plan provisions and a copy thereof, advised that the applicable Department of Labor Relations may be found in Section 2530.203-3 of the Code of Federal Regulations and informed as to the procedure for obtaining a review of such suspension, if so desired. In addition, said notice shall also describe the procedure required of a Pensioner seeking resumption of payments on cessation of disqualifying employment and, if there are to be any deductions from the monthly benefits otherwise payable, shall provide the specifics regarding such deductions.

However, the notification requirements under this Subsection “(f)” may be dispensed with if and when the Summary Plan Description furnished to Participants contains substantially the same information and the Pensioner is notified in writing of the relevant pages where such information appears and a request by the Pensioner for information in reference thereto is honored within a reasonable time not to exceed 30 days.

- (g) Notification by Pensioner to Fund Office of any Employment. Every Pensioner must notify the Fund Office in writing within 30 days of the start of any employment, irrespective of whether or not such employment is of the type described in subdivision “(a)” hereof, and such notification must specify the nature of the industry, the trade or craft and the geographical area in which such employment occurs. If so requested by the Fund Office and at such times and with such frequency as may be reasonable, a Pensioner shall be required, as a condition of receiving future benefits, either to certify that he is not engaged in disqualifying employment or to provide factual information sufficient to establish that any employment engaged in is not disqualifying employment.

Any Pensioner may be required at any time to furnish W-2 statements and to authorize the Fund Office to obtain from the Social Security Administration an Earnings Report with respect to such Pensioner.

- (h) Advance Determination Whether Employment is Disqualifying. Upon advance written request, the Fund Office shall be required to issue a determination as to whether any contemplated employment will constitute disqualifying employment hereunder.
- (i) Rebuttable Presumption. If an Employee or Pensioner is, in any calendar month, engaged in disqualifying employment for any length of time, the Plan may, unless it would be unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that such person has eight (8) or more days or separate shifts in disqualifying employment in that month and, in reliance on that presumption, the benefit payment otherwise payable for that month may be suspended. A Pensioner shall have the right in any such case to request a review of such suspension in accordance with the Plan’s claims and appeals procedures. The Trustees shall inform the Employee or Pensioner at least once every twelve (12) months of the re-employment notification requirements and the presumption set forth in this paragraph.

- (j) Delayed Retirement.

- (1) If a Participant’s Annuity Starting Date is after his or her Normal Retirement Age, the monthly benefit will be the Normal Pension at the Annuity Starting Date.
- (2) A Participant who remains in Covered Employment after Normal Retirement Age will receive a formal benefit suspension notice informing

the Participant that all benefits will be suspended in months in which the Participant is employed for eight (8) or more days in a month in such Covered Employment nor will there be any actuarial increase in future benefits payable based on the number of months for which benefits were suspended.

- (3) The benefit suspension notice will advise the Participant that:
 - (A) if the Participant continues in Covered Employment after Normal Retirement Age for eight (8) or more days in a month, his benefits for the month in which he is so employed will be suspended;
 - (B) the Participant will earn additional credit for such months if he has not already earned the maximum permissible credit under the Plan; and
 - (C) when the Participant retires, he will not be entitled to any retroactive payments for the period during which he was in Covered Employment, nor will he be entitled to any actuarial increase based on such months of employment.
- (iv) If a Participant's Annuity Starting Date is postponed beyond Normal Retirement Age under this subsection (j) (and benefits were not suspended under subsections (j)(2) and (j)(3)), when the benefits later commence, the Participant's benefit shall be determined as of the date benefits actually commence, and the Participant shall receive a monthly benefit which is the actuarial equivalent of the benefit to which the Participant would have been entitled to at Normal Retirement Age (or at the later date on which he terminated Covered Employment or reduced Covered Employment to the extent that Section subsections (j)(2) and (j)(3) permits a Participant to work after Normal Retirement Age without suspension of benefits) if benefits had not been so postponed.
- (k) No Suspension After Year In Which Employee Reaches Age 70 ½. No benefits will be suspended under this Article for months starting on or after the first day of the month following the date a Participant reaches age 70 ½, unless the Participant elects, in writing, to postpone the date his benefits commence until a later date but not later than the date he must commence the receipt of his benefit under Section 6.2.
- (l) Offset. If, by reason of such continuation or resumption of work in Covered Employment after the Annuity Starting Date, a Pensioner or Participant earns additional Pension Credit and/or there is an increase in the benefit accrual rate, any additional benefit to which the Pensioner or Participant might otherwise become entitled thereby shall, in accordance with Section 1.41 l(b)-2(b)(4) of the Proposed Treasury Regulations, be reduced (but not below zero) by the actuarial value of any benefit payments he may have received during the period of his

continuation or resumption of work in Covered Employment, applying the same on a calendar year by calendar year basis.

- (m) Right of Review. A determination that contemplated employment is disqualifying employment or will result in suspension of benefits shall be subject to review in accordance with Plan's claims and appeals procedures.
- (n) Applicability. The provisions of this Section 6.9 apply solely to benefits accrued on and after January 1, 2007.

ARTICLE VII

CONTRIBUTIONS AND COLLECTIONS

- 7.1 Contributions to Plan: Each Employer's financial obligation to the Plan is limited to making continuing and proper payments to the Plan as required by the Collective Bargaining Agreement or other written agreement to which each such Employer is a party. No Employer shall be liable for contributions required to be made by any other Employer, and subject to timely payment of contributions required by its Collective Bargaining Agreement or other agreement requirement it to contribute to the Plan, an Employer shall have no liability for funding or paying the benefits provided under the Plan. In no event shall the Union or any Employer, directly or indirectly, receive any refund on contributions made to the Plan, except in case of a bona fide mistake (and if a refund in such circumstances is permitted by applicable law and will not adversely affect the tax-exempt status of the Trust). Upon payment to the Trustees, all responsibilities of each Employer for each of its contributions shall cease. The Employer's obligation under the Collective Bargaining Agreement to contribute to the Plan shall not be subject to setoff or counterclaim by the Employer for any liability of the union or an Employee to the Employer. No contributions received by the Plan shall be deemed wages due to Employees; provided, however, in the event of an Employer's insolvency or liquidation the preceding shall not act to preclude the collection of contributions pursuant to a priority allowed for "wages" if the law recognizes such contributions as "wages" for such purposes.
- 7.2 Transmission of Reports and Contributions: The Trustees shall establish a uniform system among the Employers for the timely transmission of such reports and contributions, as the Trustees deem necessary, and shall also establish a periodic date on which such reports and contributions shall be due; provided, any such reporting contribution dates so established shall be consistent with the Employer's Collective Bargaining Agreements.
- 7.3 Delinquent Contributions: The Trustees shall notify any Employer of a delinquency, mistake or discrepancy in its report or contribution. With respect to Employers which refuse or fail to make contributions or a complete or correct report, the Trustees shall have authority to take any one or more of the following actions:

- (a) Establish rules and regulations providing for liquidated damages to be added to any delinquent contributions and to take such legal action, including proceedings at law, in equity or, if the Trustees so choose to submit the issue, in arbitration, as in their discretion may be necessary to collect contributions and liquidated damages assessed by them and to recover from any delinquent contributor on behalf of the Plan all costs and reasonable attorney's fees incurred in connection therewith.
- (b) Require an Employer who has been delinquent in its contributions to the Plan to deposit with the Trustees in advance as a guarantee of the payment of monthly contributions, an amount equal to three times the estimated monthly contribution of such Employer as a condition of such Employer's continuing to participate in the Plan, and may require that said guarantee be continuously maintained by such Employer as a condition of continuing to participate in the Plan. In the event any such Employer ceases to participate in this Plan, any excess of such guarantee over the contributions required of such Employer shall be returned to him.
- (c) Terminate the Employer from further participation in the Plan by giving notice of termination to the Employer and the Employees of such Employer. Such notice shall state the cause for termination and shall state the date on which the benefits provided by the Plan for the Employer's Employees shall cease.

ARTICLE VIII

ADMINISTRATION

- 8.1 Authority of Trustees The Trustees shall be the Named Fiduciary for the Plan and shall have the authority to and shall be responsible for the operation and administration of the Plan and shall conduct the business and activities of the Plan in accordance with the provisions of this Agreement.
- 8.2 Plan Responsibilities: The Trustees shall have full and complete authority and control over the Plan. In connection with their operation and administration of the Plan, unless the following responsibilities are allocated or delegated in accordance with the procedures set forth in sections 8.3(d) and (e), the Trustees shall:
 - (a) Formulate and adopt a written instrument describing those benefits to be provided by the Plan consistent with the purposes set forth herein. The written instrument shall be entitled the Theatrical Stage Employees Union, Local No. 27, Defined Benefit Pension Plan and may be incorporated within this Agreement as a part thereof.
 - (b) Determine the right of any person to a benefit. In the exercise of this responsibility, the Trustees shall follow the procedures of Sections 8.5 and 8.6.

- (c) Establish and maintain a funding policy and method consistent with the Plan's objectives and in accordance with any law applicable to the Plan.
- (d) Maintain books of account, records and other data as may be necessary for the proper administration and operation of the Plan, and a record of all their transactions, meetings and the actions taken at meetings or by informal action of the Trustees including minutes of all Trustees' meeting. A copy of the minutes of all Trustees' meetings shall be available at the office of the Plan during business hours for inspection by authorized representatives of any Employer or Union and by any Trustee.
- (e) Prepare, execute, file and retain a copy for the Plan records of all reports required by law or deemed by them to be necessary or appropriate for the proper administration and operation of the Plan.
- (f) Procure an audit of the books of the Plan by a Certified Public Accountant not less frequently than once a year. A copy of each such audit shall be made available upon request, to each Employer, Union and the Trustees, as soon as is reasonably possible after it has been prepared, and a copy of such audit shall be kept available for inspection by authorized persons during business hours at the office of the Plan.
- (g) Procure and maintain at the expense of the Plan such bonds as are required by law, together with such additional bonding coverage as they may determine for the Trustees, Employees of the Plan, any agents acting on behalf of or retained by the Trustees and persons to who fiduciary responsibilities have been delegated.

8.3 Plan Powers: The Trustees shall have such powers as may be necessary to discharge their responsibilities in managing and controlling the general operations and administration of the Plan. The Trustees shall have full and complete authority and control with respect to the operations and administration of the Plan unless such authority or control is allocated or delegated by the Trustees in accordance with the procedures set forth in subparagraphs (c) and (d) below. Any determination by the Trustees in the exercise of these powers shall be binding on all persons. In addition to such other powers as are conferred by law or are set forth elsewhere in this Agreement, the powers of the Trustees in connection with their operation and administration of the Plan shall include, but shall not be limited to, the following:

- (a) To determine, from time to time, who shall be Employers, Employees or Participants; who shall be eligible for benefits under the Plan; the nature, type, character and amount of benefits to be provided and the medium by which such benefits shall be provided. In determining who shall be eligible for benefits under the Plan, the Trustees may establish standards for granting or denying such eligibility to Employees.

- (b) To employ such actuaries, consultants, accountants, counsel or other persons as they deem necessary or desirable in connection with the administration of the Plan and to employ one or more persons to render advice with regard to any responsibilities or power of the Trustees. The costs of such services and other administrative expenses shall be paid by the Plan.
- (c) To designate in writing persons who are not Trustees to carry out fiduciary or non-fiduciary responsibilities or duties of the Trustees, and in the event of such a designation the Trustees shall not be liable for any act or omission of such a person.
- (d) To allocate, in writing by unanimous agreement, fiduciary or non-fiduciary responsibilities or duties among Trustees. Those persons to whom such responsibilities have not been allocated shall not be liable for any act or omission of those persons to whom such responsibilities have been allocated.
- (e) To construe and interpret the Plan and Trust Agreement.
- (f) To receive from the Employers, the Union, the Participants or their Beneficiaries or Dependents, such information as shall be necessary for the proper administration of the Plan.
- (g) To furnish the Employers and the Union, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate.
- (h) To maintain such bank accounts as they deem appropriate for the administration of the Plan; provided, however, all checks, drafts, vouchers or other withdrawals of funds from the Plan shall be signed by at least one Union Trustee and one Employer Trustee, or if the Trustees unanimously so provide by contract or resolution, by a person to whom such responsibility has been delegated.
- (i) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.
- (j) To prescribe procedures to be followed by any person in applying for any benefits under the Plan; and to designate the forms or documents, evidence and such other information as the Trustees may reasonably deem necessary, desirable or convenient to support an application for benefits under the Plan.
- (k) To adopt such by-laws, rules, regulations, actuarial tables, forms and procedures from time to time as they deem advisable and appropriate in the proper administration of the Plan, provided the same are consistent with the terms of this Agreement and do not modify or increase the burdens or obligations of any Employer or Union under the terms of its Collective Bargaining Agreement.

- (l) To have a judicial settlement of their accounts and judicial determination of any questions in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Plan as a general administration expense to the extent permitted by applicable law.
- (m) To file, from time to time, with the Union and the Employers statement of their accounts and such other reports as the Trustees deem necessary or appropriate and the Union and the Employers may enter into an Agreement approving and allowing such, statement, account or report and any such Agreement shall be binding and conclusive upon all persons whomsoever, and shall constitute a full discharge and acquittance of the Trustees with respect to the matters set forth in such statement, account or report, except to the extent such discharge or relief from liability is precluded by Part 4 of Title I of the Employee Retirement Income Security Act of 1974.
- (n) To the extent such is consistent with the provisions of Section 410(b) of the Employee Retirement Income Security Act of 1974, to purchase out of the assets of the Plan, insurance for the benefit of the Plan and/or the protection of the Trustees, Plan Employees or other fiduciaries of the Plan against any losses by reason of errors or omissions or breach of fiduciary duty.
- (o) To enter into any and all contracts and agreements for carrying out the terms of this Plan and for the administration and operation of the Plan and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants involved.
- (p) To borrow money, with or without security, for the Plan.
- (q) To extend the time of payment of any obligations and to compromise and accept either total or partial satisfaction, or write off as uncollectible any Employer contribution to the Plan or any other indebtedness or other obligation as the Trustees may deem appropriate, provided such action is consistent with applicable law. An extension of time of payment, compromise or a decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the likelihood of collection or the anticipated expense of collecting justifies such action.
- (r) To inspect and audit, at the expense of the Plan, the payroll records of, any Employer (at the Employer's place of business), to the extent necessary to determine whether proper contributions required to be made to the plan have been made; provided, however, any Employer may require that such inspection and audit be conducted by the firm of independent certified public accountants which may be approved but and that no others shall have access to the Employer's

payroll records in which event the cost of the investigation and audit shall cover a period not longer than three years immediately prior to the time the audit is made.

- (s) To extend the coverage of the Plan to Employers who satisfy the conditions set forth in this Plan and any applicable Collective Bargaining Agreement and their Employees upon such terms and conditions as the Trustees consider necessary to preserve the actuarial soundness of the Plan and to preserve an equitable relationship between the contributions made by the Employers then participating in the Plan and the benefits payable to their Participants.
- (t) To enter into reciprocal arrangements for the recognition of credits and/or transfer of assets to or from other similar retirement plans, which are or may be established by employers and local unions affiliated with International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC, now or hereinafter in existence, provided that such arrangements are consistent with applicable law, do not alter or detract, from the benefits provided hereunder for the Participants of the Plan, and further provided, that such arrangements, are equitable and consistent with sound actuarial and accounting principles and practices.
- (u) To amend the Plan of benefits described in the written instrument provided for in Section 8.2(a) hereof or any other provisions of such written instrument, including any amendment which affects the nature, amount, condition and duration of any benefit based on what in their opinion the Plan can reasonably provide after adequate provision for the Plan's funding requirements and the costs of administration. To the extent permitted by applicable law, the Trustees are authorized to reduce benefits or credits under the Plan. Any amendment to such written instrument shall be in accordance with the amendment provisions thereof.
- (v) To receive contribution or payments from any source whatsoever to the extent permitted by law.
- (w) To attend and participate in conferences, seminars and similar education meetings, which the Trustees deem helpful to them in the operation, administration, control or management of the Plan or Trust and to cause payment for all reasonable expenses therefor by the Plan.
- (x) To pay membership dues, in educational and other organizations operated for purposes related to the Plan.
- (y) To establish and accumulate as part of the Trust a reserve or reserves adequate, in the opinion of the Trustees, to carry out the purposes of the Plan after taking into consideration, among other things, future benefit obligations, contingencies, expenses of administration and obligations of the Plan.

- (z) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the Plan, although the power to do such acts is not specifically set forth herein.

Notwithstanding any provision set forth in this Section 8.3 to the contrary, the Trustees shall exercise any power in a manner which is consistent with Title I of the Employee Retirement Income Security Act of 1974.

8.4 Payments From Plan: Payments from the Plan shall be made without limitation by reason of enumeration, for the following purposes:

- (a) To provide for:
 - (i) the payment of all reasonable and necessary expenses of establishing the Plan, collecting the contributions and operating, administering, controlling or managing dues in educational or other organizations operated for purposes related to this Plan and the payment of expenses incurred by the Trustees in connection with attending and participating in educational conferences, seminars and similar meetings;
 - (ii) the employment of such administrative, legal, expert and clerical assistance as may be reasonably necessary;
 - (iii) the purchase or leasing of such premises as may be necessary for the operation of the affairs of the Plan; and
 - (iv) the purchase or leasing of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate to the performance of their duties.
- (b) To pay or provide for pension benefits to Participants or their beneficiaries in accordance with the terms, provisions and conditions of the Plan.

8.5 Claims Procedure: Claims for benefits under the Plan shall be filed with the Trustees on forms supplied by the Trustees. In adjudicating those claims, the Plan will be administered in accordance with the following rules:

- (a) The Plan will not administer the claims and appeals procedures in any way that unduly inhibits or hampers the initiation or processing of claims for benefits.
- (b) The Plan will not require payment of a fee or costs as a condition to making a claim or appeal.
- (c) The Plan will not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of adverse benefit determination.

- (d) The Plan will follow administrative processes and safeguards to insure and verify that benefit claim determinations are made in accordance with governing plan documents and that the plan provisions have been applied consistently with respect to similarly situated claimants. In order to do so, the Plan Administrator will do the following:
 - (i) Maintain a file of appeals organized based on the governing plan provisions;
 - (ii) Provide, upon request, to the Board of Trustees or requesting participants or beneficiaries, a summary of previous determinations based on the governing plan provisions; and
 - (iii) Present information regarding benefit determinations and appeals anonymously to parties outside the Plan Administrator's office.
- (e) If a participant or beneficiary contacts the Plan Administrator and attempts to file an application for benefits, the administrator will inform the participant or beneficiary of the proper procedures for filing an application for benefits.
- (f) Notification of an adverse benefit determination upon initial application will set forth, in a manner calculated to be understood by the claimant:
 - (i) the specific reason or reasons for the adverse determination;
 - (ii) reference to specific Plan provisions on which the determination was based;
 - (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
 - (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination.

8.6 Claims Review Procedure: Any Employee, former employee or Beneficiary of either, who has received an adverse benefit determination by the Trustees pursuant to Section 8.5 shall be entitled to utilize the claims review procedure, which will be administered in accordance with the following rules:

- (a) Review of an adverse benefit determination upon appeal will take into account all comments, documents, records and other information submitted by the claimant, regardless of whether the information was submitted or considered in the initial benefit determination.

- (b) The Plan will continue to review benefit determinations upon appeal at regularly scheduled meetings that take place at least quarterly. The Board shall make benefits determinations upon appeal at the meeting that immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days of the meeting. In such case, the Board may make a benefit determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than five (5) days after the benefit determination is made.
- (c) Notification of an adverse benefit determination upon First Level Review will contain:
 - (i) the specific reason or reasons for the adverse determination;
 - (ii) reference to specific Plan provisions on which the determination is based;
 - (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
 - (iv) a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Plan.
- (d) The Plan does not offer any voluntary appeal procedures and does not require a claimant to file more than one mandatory level of appeal prior to bringing a civil action.
- (e) The Pension Plan determines entitlement to a distribution due to disability based upon a social Security disability award, but may also rely upon any internal rule guideline, protocol, or other similar criterion in determining disability, including any medical judgment independent of the Social Security Administration.

8.7 Claims Review Procedure for Disability Claims: Notwithstanding the foregoing, the following shall apply to any Employee, former employee or Beneficiary of either, who has received an adverse benefit determination by the Trustees pursuant to Section 8.5 in connection with a claim for disability pension benefits:

- (a) The Plan Administrator shall notify the claimant of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended for up to 30 days, provided the Plan Administrator determines such extension is necessary due to matters beyond the control of the Plan and notifies the claimant (prior to the expiration of the initial 45-day period) the circumstances requiring the extension and the date the Plan expects to render a decision. An additional 30-day extension is allowed, provided the Plan Administrator again determines it is necessary and notifies the claimant (prior to the end of the first 30-day extension

period). Any notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and additional information needed to resolve those issues. The claimant shall be afforded at least 45 days to provide such information.

- (b) A claimant for disability benefits will be allowed 180 days following receipt of notice of an adverse benefit determination to appeal the decision.
- (c) Review of a claim for disability benefits will not afford deference to the initial benefit determination. Review of a claim for disability benefits upon appeal will continue to be made at quarterly meetings of the Board of Trustees.
- (d) The period of time within which a benefit determination is required to be made, for both disability benefits and other types of benefits under the Plan, will begin at the time the claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all information necessary to make a benefit determination shall be tolled from the date the notification for additional information is requested until the claimant responds to the request for additional information.

ARTICLE IX

DESIGNATION OF TRUSTEES

9.1 The Trustees.

- (a) There shall be four Trustees, two of whom shall be representatives of the Employers (the "Employer Trustees") and two of whom shall be representatives of the Union (the "Union Trustees").
- (b) No person shall be, appointed or permitted to serve as a Trustee in contradiction of the terms of Section 411 of ERISA, as amended. No person shall be disqualified from being a Trustee hereunder by reason of the fact that he is or hereafter becomes a Participant hereunder.
- (c) Acceptance of Appointment: Each Trustee shall consent to and accept his appointment as a Trustee in writing.
- (d) Tenure: Each Trustee shall continue to serve during the existence of the Plan and Trust until his death, incapacity, resignation or removal.

9.2 Resignation and Removal of Trustees.

- (a) Resignation of a Trustee: A Trustee may resign and subsequent thereto shall be discharged from any further duty or responsibility hereunder by giving prior written notice to the Chairman and Secretary of the Trustees, which notice shall state the date of such resignation shall take effect. Such resignation shall take

effect on said date unless a successor Trustee shall have been appointed at an earlier date in accordance with the provisions of Section 9.2(c) hereof, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

- (b) Removal of Trustees: Any Trustee may be removed from office at any time in accordance with the procedure established for the appointment of a Trustee as set forth in Section 9.2(c) of this Agreement. Any notice of removal, in order to be effective, shall be delivered to such Trustee and the remaining Trustees, shall specify the date the removal shall take effect, name the Trustee removed and appoint a successor to fill the vacancy caused by the removal.
- (c) Selection of Trustees: If any Trustee shall become disqualified to serve, die, resign, be removed, become incapacitated or refuse to act, a successor Trustee shall be appointed forthwith by written instrument signed by authorized representatives of the Employers or the president of the Union authorized to appoint the successor. Employer Trustees shall be appointed by the Employer or Employers then employing a majority of the Participants. Union Trustees shall be appointed by the Union. In the event the Employers or Union fail to appoint such a successor Trustee within 45 days after notification of the vacancy, the then remaining Employer or Union Trustees, as the case may be, shall by majority agreement by an instrument in writing signed by said majority, appoint such a successor Trustee. Any written instrument of appointment shall state the date the appointment shall take effect and shall be delivered to the Chairman and Secretary of the Trustees.

If a successor Trustee shall fail to be appointed within ninety (90) days after the position becomes vacant, then any remaining Trustee may petition the United State District Court for the district in which the principal office of the Plan is located, to appoint a successor Trustee, which appointment shall be as fully effective as if made by the party originally entitled to appoint such Trustee and shall be considered to have been made on behalf of such party.

Notwithstanding anything herein to the contrary, not more than one Employer Trustee shall be an Employee of the same Employer.

- (d) Notice of Appointment: The Employers and Union shall be given written notice of the appointment of each successor Trustee.
- (e) Power to Act in Case of Vacancy: Pending the appointment of a successor Trustee in accordance with the provisions of Section 9.2(c) hereof, no vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees to administer the affairs of the Plan and Trust.

9.3 Investment Powers and Duties of the Trustees:

- (a) The Trustees shall invest and reinvest the Trust Fund, to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustees shall deem advisable, including, but not limited to, stocks, common or preferred, stock options, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustees may engage in margin transactions. The Trustees shall at all times in making investment of the Trust Fund consider, among other factors, the short-term and long-term financial needs of the Plan on the basis of information furnished by the Employer. In making such investments, the Trustees shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustees shall give due regard to any limitations imposed by the I.R.C. or ERISA so that at all times this Plan may qualify as a qualified Pension Plan and Trust.
- (b) The Trustees may from time to time transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Trustees may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustees may, from time to time withdraw from such common, collective, or pooled Trust Fund all or such part of the Trust Fund as the Trustees may deem advisable.
- (c)
 - (1) The Trustees may appoint a Qualified Investment Manager or managers to manage (including the power to acquire and dispose of) any or all of the assets of this Trust.
 - (2) For purposes of Section 9.3(c)(1), Qualified Investment Manager shall mean an investment advisor registered under the Investment Advisors Act of 1940; or a bank, as defined under the Investment Advisors Act of 1940; or an insurance company qualified to perform investment management services under state law in more than one state. A Qualified Investment Manager must acknowledge that such manager is a Fiduciary of this Trust.
 - (3) With the appointment of a Qualified Investment Manager under Section 9.3(c)(1), a Named Fiduciary shall discharge his duties with respect to such appointment and the continuing use of a Qualified Investment Manager with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

- (4) With the appointment of a Qualified Investment Manager under Section 9.3(c)(1), a Named Fiduciary shall discharge his duties with respect to such appointment and continuing use of a Qualified Investment Manager solely in the interest of Participants in the Plan and their beneficiaries.
- (5) In the event of the appointment of a Qualified Investment Manager under Section 9.3(c)(1), the Trustees of this Trust shall not be under any obligation to invest or reinvest or otherwise manage or control any assets of this Trust which are subject to the management and control of the Qualified Investment Manager.
- (6) In the event of the appointment of a Qualified Investment Manager under Section 9.3(c)(1), the Trustees of this Trust shall not be liable for any acts or omissions of the Qualified Investment Manager, or be under any obligation to invest or otherwise manage any assets of this Trust which are subject to the management of such Qualified Investment Manager.

9.4 Power of Trustees: Subject to the restrictions imposed by Section 406 of ERISA, the Trustees shall have the following powers and authority in the administration and investment of the Trust Fund.

- (a) Purchase of Property - To purchase, or subscribe for, any securities or other property and to retain the same in Trust and to purchase any investment at a premium or discount.
- (b) Sale, Exchange, Conveyance and Transfer of Property - To sell, exchange, convey, transfer, or otherwise dispose of any securities or other property held by it, by private contract or at public auction. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition.
- (c) Exercise of Owner's Rights - To vote upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options and to make any payments thereto; to oppose or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust Fund.
- (d) Registration of Investments - To cause any securities or other property held as part of the Trust Fund to be registered in its own name or in the name of one or more of its nominees, and to hold any investments in bearer form, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust Fund.

- (e) Borrowing - To borrow or raise money for the purpose of the Trust in such amount and upon such terms and conditions as the Trustees shall deem advisable; and, for any sum so borrowed to issue its promissory note as Trustees, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund. No person lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expedience or propriety of any such borrowing. In such borrowing, the Trustees shall use due care to avoid discrimination among the organizations.
- (f) Retention of Cash - To keep such portion of the Trust Fund in cash or cash balances as the Trustees, from time to time, may deem to be in the best interests of the Trust created hereby, without liability for interest thereon.
- (g) Retention of Property Acquired - To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustees hereunder.
- (h) Execution of Instruments - To make, execute, acknowledge, and deliver any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.
- (i) Settlement of Claims and Debts - To settle, compromise or submit to arbitration any claims, debts, or damages due or owing to or for the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.
- (j) Purchase of Insurance or Annuity Contracts - To apply for purchase, hold, transfer, pay premiums on, surrender and exercise all incidents of ownership of any life insurance, retirement income, endowment or annuity contract which is to be purchased as herein provided under the terms of the Plan.
- (k) Maintaining Real Estate - To repair, alter, or improve any building which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon.
- (l) Mortgage Powers - To renew or extend or participate in the renewal or extension of any mortgages upon such terms as may be deemed advisable and to agree to a reduction in the rate of interest on any mortgage or of any guarantee pertaining thereto in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default whether in the performance of any guarantee or to enforce any such default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure; to bid on property in foreclosure; to take

a deed in lieu of foreclosure with or without paying a consideration therefore in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity, any rights or remedies in respect to any mortgage or guarantee.

- (m) **Power to Do Any Necessary Acts** - To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary to administer the Trust Fund, and to carry out the purpose of this Agreement.

9.5. **Office:** The Trustees shall establish an office at such location as the Trustees may approve for the transaction of the business of the Plan, the exact location of which is to be made known to the parties interested in said Plan. At such office there shall be maintained the books, reports and records pertaining to the Plan and its administration.

9.6. **Meetings:** The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan at such location as may be acceptable to the Trustees. The Chairman, Secretary or any two Trustees may call meetings of the Trustees. Any meeting shall be called upon at least ten (10) days written notice to all Trustees, which notice shall specify the date, time and place of such meeting and may specify the purpose thereof and any action proposed to be taken thereat. Attendance at Trustees' meetings shall be limited to the Trustees and other persons invited by the Trustees.

Whenever any notice is required to be given to any Trustee hereunder, a waiver thereof in writing, signed at any time, whether before or after the time of meeting by the Trustees entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee at a meeting or his approval of the actions taken at a meeting, at which he was not present shall also constitute a waiver of any required notice, except where a Trustee attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened.

9.7. **Informal Action by Trustees:** Any action which may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Trustees then serving.

9.8. **Quorum:** A quorum for the transaction of business at a duly called meeting shall consist of one Employer Trustee and one Union Trustee who are present in person. Once a quorum has been established, said quorum shall continue to exist until the meeting has been adjourned.

9.9. **Voting:** Except as otherwise specifically provided for herein, all actions by and decision of the Trustees shall be by the vote of a majority of votes cast by Trustees who are in attendance at a duly called meeting of the Trustees at which there is a quorum present; provided, however, such majority includes the vote of at least one Employer Trustee and one Union Trustee. Each Trustee shall have one vote; provided, however, that at any

meeting at which there is a lesser number of Employer Trustees than Union Trustees present, the Employer Trustees shall in the aggregate have that number of votes which equals the number of Union Trustees present and vice versa. To the contrary notwithstanding, the unanimous written consent of the Trustees shall be required for any action pursuant to Section 9.7.

9.10 Officer of Trustees: At the commencement of each fiscal year of the Plan, the Trustees shall select from among them a Chairman and a Secretary. One officer shall be a Union Trustee and one officer shall be an Employer Trustee.

9.11 Arbitration: In the event the Trustees attending a duly called meeting at which there is a quorum present are unable to agree in accordance with the majority voting requirements of Section 9.9 hereof upon any matter in connection with the administration or operation of the Plan or Trust, or in the event the Trustees fail to obtain a quorum for a meeting after three consecutive notices thereof, a deadlock shall be deemed to exist. Upon the occurrence of a deadlock, the Trustees may then select an impartial arbitrator who is willing to act in the resolution of such deadlock. In the event the Trustees do not agree by a majority vote as provided in Section 9.9 hereof upon the selection of an impartial arbitrator or otherwise are unable to obtain an impartial arbitrator willing to act to resolve the deadlock within thirty (30) days after such deadlock or after the third meeting at which a quorum was not present, then any one or more of said Trustees may request the Federal Mediation and Conciliation Service to supply a list of seven (7) names of qualified arbitrators, which list shall be mutually acceptable to the Employer Trustees and the Union Trustees. The Employer Trustees and the Union Trustees in that order shall take turns striking a name from the list until there is one name remaining, and this individual shall be the impartial arbitrator. Any expenses, costs and attorney's fees in connection with the foregoing shall be paid by the Plan, including any reasonable compensation to the arbitrator. The impartial arbitrator shall have no power to alter, delete, amend, add to, take away from or disregard any of the provisions of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the Trustees, all parties hereto, the Employees and their beneficiaries. The Trustees shall take or omit taking any action or actions that may be indicated in order to give effect to the decision of the impartial arbitrator.

Differences arising as to the interpretation or application of the provisions of this Agreement, or relating to the benefits provided for Participants hereunder, shall not be subject to the grievance or arbitration procedures established in any Collective Bargaining Agreement.

9.12 Immunity of the Trustees.

- (a) Exculpation of Trustees and Plan Employees from Liability: No Trustee or Plan Employee shall incur any liability individually or on behalf of other individuals for any act or failure to act unless such act or failure to act is due to his own gross negligence or willful misconduct or lack of good faith. A Trustee or Plan Employee may act or rely upon any of the following:

- (i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed by him to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or
 - (ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.
- (b) Indemnification of Trustees and Plan Employees: The Trustees shall cause any person who is or has served as a Trustee or Employee of the Plan to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on him in connection with any claim, suit, action or proceeding concerning the Plan or his acts or omissions as a Trustee or Employee thereof, including, without limitation, legal fees and amounts paid in any compromise or settlement unless such acts or omissions constitute gross negligence, willful misconduct or lack of good faith. Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

To the extent permitted by law, the Trustees, in their discretion, may also cause the Plan to indemnify any person who is rendering services to the Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or the acts or omissions of such a person, including without limitation, legal fees and amounts paid in any compromise or settlement unless such act or omission constitutes gross negligence, willful misconduct or lack of good faith.

- (c) Compliance with Employee Retirement Income Security Act of 1974: Anything herein to the contrary notwithstanding, nothing in subparagraphs (a) and (b) above shall relieve a Trustee or other person rendering services to the Plan of any responsibility or liability for any responsibility, obligation or duty under Part IV of Title I of the Employee Retirement Income Security Act of 1974. Further, notwithstanding anything in this Agreement to the contrary, if any provision of this Agreement is voided by Section 410 of the Employee Retirement Income Security Act of 1974, such provision shall be of no force or effect only to the extent that it is voided by such Section.

9.13 Compensation of Individual Trustees.

- (a) An individual shall not be paid any compensation from the Trust for his services hereunder, but the Trustees may authorize reimbursement to a Trustee from the Trust for reasonable expenses incurred on behalf of the Plan or Trust or in connection with their duties hereunder.

ARTICLE X

PLAN TERMINATION, AMENDMENT AND MERGER

- 10.1 Right to Terminate: In accordance with the procedures set forth in this Article, the Plan Sponsor may terminate the Plan at any time. Upon termination of this Plan, the rights of all affected Participants to the benefits accrued to the date of such termination as of such date shall be non-forfeitable.
- 10.2 Partial Termination: Upon termination of the Plan with respect to a group of Participants which constitutes a partial termination of the Plan, the rights of all affected Participants to the benefits accrued to the date of such partial termination as of such date shall be non-forfeitable.
- 10.3 Liquidation of the Trust Fund: Upon termination or partial termination of the Plan, the Committee shall distribute the assets remaining in the Trust Fund, after payment of any expenses properly chargeable thereto, to affected Participants, Former Participants and beneficiaries. Any funds remaining after the satisfaction of all liabilities to Participants, former Participants and beneficiaries under this Plan due to erroneous actuarial computations or assumptions shall be used to proportionately increase benefits.
- 10.4 Manner of Distribution: To the extent that no discrimination in value results, any distribution after termination of the Plan may be made, in whole or in part, in cash, in securities or other assets in kind, as the Committee (in its discretion) may determine. All non-cash distributions shall be valued at fair market value at date of distribution.
- 10.5 Reserved.
- 10.6 Amendments: The Plan Sponsor reserves the right to make from time to time any amendment or amendments to this Plan which do not cause any part of the Trust Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants, Former Participants or their beneficiaries; provided, however, the Plan Sponsor may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with ERISA or the I.R.C. Any amendments shall be accomplished in writing and shall be effective when signed by the Plan Sponsor and submitted to the Trustees.

No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit, except as permitted under the Code. For purposes of this paragraph, a plan amendment which has the effect of (1) eliminating or reducing an Early Retirement Benefit or a Retirement-type Subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing Accrued Benefits. In the case of a Retirement-type Subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the

Subsidy. In general, a Retirement-type Subsidy is a Subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a Social Security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age). Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted, or becomes effective.

10.7 Reserved.

10.8 Vesting Schedule Amendments: If the vesting Schedule of this Plan is amended, in the case of an Employee who is a Participant on (1) the date the amendment is adopted, or (2) the date the amendment is effective (if later), the nonforfeitable percentage of such Employee's right to his Employer Derived Accrued Benefit (determined as of such date) will not be less than his percentage computed under the Plan without regard to such amendment.

10.9 Successor Employer: In the event of the dissolution, merger, consolidation or reorganization of any Employer, provision may be made by which the Plan and Trust will be continued by the successor of such Employer; and, in that event, such successor shall be substituted for such Employer under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of such Employer under the Plan.

10.10 Plan Assets: In the event of any merger or consolidation of the Plan with, or transfer in whole or in part of the assets and liabilities of the Trust Fund to, another trust fund held under any other Plan of deferred compensation maintained or to be established for the benefit of all or some of the Participants of this Plan, the assets of the Trust Fund applicable to such Participants of this Plan shall be transferred to the other trust only if:

- (a) Each Participant would (if either this Plan or the other Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated);
- (b) A resolution of the Trustees under this Plan shall authorize such transfer of assets; and
- (c) Such other plan and trust are qualified under I.R.C. Sections 401(a) and 501(a).

10.11 Direct Rollovers:

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an

eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions

- (1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit, of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.
- (2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified Plan described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For purposes of the direct rollover provisions in this Section 10.11 of the Plan, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.
- (3) Distributee: A distributee includes an Employee or former employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

- (4) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (c) Effective January 1, 2007, eligible rollover distributions may be rolled over by a non-spouse beneficiary provided that a direct trustee-to-trustee transfer is made to an individual retirement account that had been established to receive the distribution on behalf of the non-spouse beneficiary. The non-spouse beneficiary's individual retirement account is thereafter treated as an inherited account and the required minimum distribution rules of Code Section 401(a)(9) (and corresponding regulations) governing distributions upon a Participant's death before his or her entire benefit is distributed are applied to the non-spouse beneficiary's distributions. Notwithstanding the foregoing, effective January 1, 2010, with respect to an eligible rollover distribution to a non-spouse beneficiary, an eligible retirement plan is limited to an inherited IRA or inherited Roth IRA.

ARTICLE XI

MISCELLANEOUS

- 11.1 Non-guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any Employee, with or without cause.
- 11.2 Rights to Trust Assets: No Employee or beneficiary shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee out of the assets of the Trust Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust Fund and none of the fiduciaries shall be liable therefore in any manner.
- 11.3 Non-alienation of Benefits: Except as provided in Sections 10.3, 11.5 and 11.9, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

The preceding paragraph shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a participant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in section 414(p) of the Code or any domestic relations order entered before January 1, 1985.

- 11.4 Construction of Agreement: This Trust Agreement shall be construed according to the laws of the State of Ohio and all provisions hereof shall be administered according to, and its validity shall be determined under, the laws of such State. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments thereto certified to be true and correct by a Trustee.
- 11.5 Reserved.
- 11.6 Insurance Contracts: No Trustee shall be responsible for the validity of any contracts or for the failure on the part of any Insurer to make any payments or provide any benefit under any contract or for the action of any person or persons which may render any contract invalid or unenforceable. No Trustee shall be responsible for any inability to perform or delay in performing any act occasioned by any restriction or provisions of any contract imposed by any Insurer or by any other person. In case it becomes impossible for the Trustees to perform any act under this Trust, that act shall be performed which, in the judgment of the Trustees, will most nearly carry out the intent and purpose of this Trust. All parties to this Plan and Trust or in any way interested herein shall be bound by any acts performed under such conditions.
- 11.7 Necessary Acts: The parties of this Plan and Trust and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents and papers which may be necessary or desirable for the carrying out of this Plan and Trust or any of its provisions.
- 11.8 Binding on Heirs etc.: This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of any and all parties hereto present and future.
- 11.9 Reversion of Corpus: At no time other than as defined in Sections 10.3, 11.5 and this Section 11.9, shall any part of the corpus or income of the Trust be used for, or diverted to, purposes other than the exclusive benefit of participants or the Beneficiaries. The corpus or income of the Trust or custodial account may not be diverted to or used for other than the exclusive benefit of the Participants or their beneficiaries.

If Plan benefits are provided through the distribution of annuity or insurance contracts, any refunds or credits in excess of Plan benefits (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) will be paid to the Trust.

If an Employer contribution is made:

- (a) by a mistake of fact, the Trustees may return such contribution to the Employer within one year after the payment of the contribution;
- (b) and such contribution is conditioned upon the deductibility of the contribution under I.R.C. Section 404, the Trustees may return such contribution to the

Employer (to the extent the deduction is disallowed) within one year after the disallowance of the deduction.

- 11.10 Rollover Contributions from this Trust: This Plan and Trust, at the request of a terminating Participant, shall transfer the Participant's vested portion of this Plan and Trust to any other Plan and/or Trust in which the Participant becomes entitled to participate. This vested portion may be in cash or kind. This provision is designed with the intent to avoid constructive receipt on the part of the Participant.
- 11.11 Controlled Group: Except as provided in Article V, all Employees of all corporations which are members of a controlled group of corporations (as defined in I.R.C. section 414(b)) and all Employees of all trades or businesses (whether or not incorporated) which are under common control (as defined in I.R.C. Section 414(c)) shall be treated as employed by a single employer.
- 11.12 Reserved.
- 11.13 Reserved.
- 11.14 Transfer of Assets: The Trustee shall accept cash, securities, contracts or other property on behalf of an Employee transferred to the Employer from a related corporation and shall hold such property for the benefit of said Employee to be governed by the terms of this Plan; provided that such Employee shall at all times be fully vested in that portion of the assets to transferred, in which he was vested at the time of transfer under the Plan of the related corporation.
- 11.15 Military Service:
- (a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code, and its corresponding regulations.
 - (b) Effective January 1, 2007, if a Participant who is on a leave of absence to perform qualified military service with reemployment rights dies while performing such qualified military service (as such terms are defined in Section 414(u) of the Code), and such Participant's survivors would have become entitled to benefits if the Participant had been actively employed by an Employer on his date of death (excluding benefit accruals relating to the period of such qualified military service), then the determination of benefit entitlement for the survivors of such Participant shall be made as though the Participant resumed employment immediately prior to his death and then terminated employment on account of death.
 - (c) Effective for deaths on and after January 1, 2007, for purposes of determining the vested portion of any Participant's Accrued Benefit, or any other Additional

Benefit within the meaning of Code Section 401(a)(37) (other than Pension Credit) provided under the Plan, a Participant who dies while performing Qualified Military Service as defined in Code Section 414(u) shall be deemed to have resumed covered employment on the day immediately preceding his death and to have terminated employment on account of his death.

ARTICLE XII

CONTROVERSIES AND DISPUTES

- 12.1 Reliance Upon Records: In any controversy, claim, demand, suit at law, or other proceeding between any Participant or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, certified to the Trustees by the Union or the Employers, any facts which are of public record and any other evidence pertinent to the issue involved.
- 12.2 Determination by Trustees Binding: All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Plan or the operation thereof, whether as to any claim for any benefits preferred by any Participant for any other person, or whether as to the construction of language or meaning of the rules and regulations adopted by the Trustees or this Agreement, or as to any writing, decision, instrument or accounts in connection with the operation of the Plan or otherwise, shall be submitted to the Trustees or the Trustees' designee for decision, and the decision of the Trustees or their designee shall be binding upon all persons dealing with the Plan or claiming any benefit thereunder.
- 12.3 Compromise: The Trustees may, in their sole discretion, compromise or settle any claim or controversy, and any decision made by the Trustees in compromise or settlement of a claim or controversy or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties.
- 12.4 Right to Obtain Adjudication of Disputes: In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until an adjudication of such question or dispute, satisfactory to the Trustees, in their sole discretion, shall have been made, or the Trustees shall have been adequately indemnified against loss to their satisfaction.

ARTICLE XIII

TOP HEAVY PROVISIONS

- 13.1 Provisions Supersede: Except as otherwise provided in Article XIV, if the Plan is or becomes top-heavy in any Plan Year beginning after December 31, 1983, the provisions of Article XIII will supersede any conflicting provisions in the Plan.

13.2 Definitions:

- (a) Key Employee: Any Employee or former Employee (and the beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer if such individual's annual compensation exceeds 50% of the dollar limitation under Section 415(b)(1)(A) of the Internal Revenue Code, an owner (or considered an owner under Section 318 of the Code) of one of the ten largest interests in the Employer if such individual's compensation exceeds 100% of the dollar limitation under Section 415(c)(1)(A) of the Internal Revenue Code, a 5% owner of the Employer, or a 1% owner of the Employer who has an annual compensation of more than \$150,000. Annual compensation as defined in Article II of the adoption agreement, but including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the Employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B), or Section 403(b) of the Internal Revenue Code. The determination period is the Plan Year containing the determination date and the 4 preceding Plan Years. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the regulations thereunder.
- (b) Top-Heavy Plan: For any Plan Year beginning after December 31, 1983, this Plan is top-heavy if any of the following conditions exists:
 - (1) If the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any required aggregation group or permissive aggregation group of plans.
 - (2) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60 percent.
 - (3) If this Plan is part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.
- (c) Top-Heavy Ratio:
 - (1) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any Simplified Employee Pension Plan, as defined in Section 408(k) of the Internal Revenue Code) which during the 5-year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees as of the determination date(s) (including any part of any accrued benefit distributed in the 5-year period ending on the determination date(s)), and the denominator of which

is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the 5-year period ending on the determination date(s)), determined in accordance with Section 416 of the Code and the regulations thereunder.

- (2) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any Simplified Employee Pension Plan) which during the 5-year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (1) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Participants, determined in accordance with (1) above, and the account balances under the aggregated defined contribution plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the 5-year period ending on the determination date.
- (3) For purposes of (1) and (2) above the value of the account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the twelve (12) month period ending on the determination date, except as provided in Section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The account balances and accrued benefits of a Participant (a) who is not a key employee but who was a key employee in a prior year, or (b) who has not been credited with at least one hour of service with any employer maintaining the Plan at any time during the 5-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Internal Revenue Code.

- (d) Permissive Aggregation Group: The required aggregation group plans plus any other plan or plans of the Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.
- (e) Required Aggregation Group:
 - (1) Each qualified plan of the Employer in which at least one Key Employee participates, or participated at any time, during the determination period (regardless of whether the Plan has terminated), and
 - (2) any other Qualified Plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) or 410 of the Code.
- (f) Determination Date: For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that Year.
- (g) Valuation Date: The date as of which account balances or accrued benefits are valued for purposes of calculating the top-heavy ratio, which shall be the last day of each year.
- (h) Present Value: Present Value shall be based only on the interest and mortality rates specified below.

For purposes of establishing Present Value to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the following:

Interest Rate: 5% Mortality Table: 1971 IAM

Valuation date: For purposes of computing the Top-heavy ratio, the valuation date shall be the last day of each year.

If the aggregation group, includes two or more Defined Benefit Plans, these actuarial assumptions must be used with respect to all such Plans.

In calculating the Present Value, proportional subsidies shall be ignored while nonproportional subsidies shall be considered.

- (i) Non-Key Employee: Any Employee, including former Key Employees, who is not a Key Employee.

13.3 Vesting Schedule: For any Plan Year in which this Plan is top-heavy, the Top-Heavy Minimum Vesting Schedule will automatically apply to the Plan. The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Code except those attributable to employee contributions, including benefits accrued before the effective date of Code Section 416 and benefits accrued before the Plan became top-heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as top-heavy changes for any Plan Year. However, this Section does not apply to the account balances of any Employee who does not have an Hour of Service after the Plan has initially become top-heavy and such Employee's account balance attributable to Employer Contributions and forfeitures will be determined without regard to this Section.

If the vesting schedule under the Plan shifts in or out of the above schedule for any Plan Year because of the Plan's top-heavy status, such shift is an amendment to the vesting schedule and the election in Section 6.7 the Plan applies.

13.4 Minimum Accrued Benefit

- (a) Notwithstanding any other provision in this Plan except (c), (d) and (e) below, for any Plan Year in which this Plan is top-heavy, each Participant who is not a Key Employee and has completed 1,000 Hours of Service will accrue a benefit (to be provided solely by Employer Contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than 2% of his or her highest average compensation for the five consecutive years for which the Participant had the highest compensation. The aggregate compensation for the years during such 5-year period in which the Participant was credited with a Year of Service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the non-Key Employee fails to make mandatory contributions to the Plan, (ii) the non-Key Employees' compensation is less than a stated amount, (iii) the non-Key Employee is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security. This minimum accrual will be offset by the value of benefits provided to each Participant under any defined contribution plan in the top-heavy group. The value of benefits provided in such defined contribution plan shall be equal to the Actuarial Equivalent of each projected Participant's Employer Contribution Account.
- (b) For purposes of computing the minimum accrued benefit, compensation will include all compensation as that term is defined for Section 415 purposes, as limited by Section 401(a)(17) of the Code.

- (c) No additional benefit accruals shall be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant attributable to Employer Contributions will provide a benefit expressed as a life annuity commencing at normal retirement age that equals or exceeds 20% of the Participant's highest average compensation for the five consecutive years for which the Participant had the highest compensation.
- (d) All accruals of Employer derived benefits, whether or not attributable to years for which the Plan is top-heavy, may be used in computing whether the minimum accrual requirements of paragraph (c) above are satisfied

For purposes of these rules, a Participant's benefit accruals under any other defined benefit plan of the Employer, in which any Key Employee participates or which enables another defined benefit plan to meet the requirements of Code Section 401(a)(4) or Code Section 410, shall be considered benefit accruals under this Plan.

- (e) If the form of benefit is other than a single life annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum single life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the Employee must receive at least an amount that is the actuarial equivalent of the minimum single life annuity benefit commencing, at Normal Retirement Age.
- (f) The minimum Accrued Benefit, required (to the extent required to be nonforfeitable under section 416(b) may not be suspended or forfeited under sections 411(a)(3)(B) or 411(a)(3)(D) of the Code.

- 13.5 Minimum Benefit Adjustments: If the form of benefit is other than a straight life annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the Employee must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at Normal Retirement Age.

ARTICLE XIV

AMENDMENTS TO COMPLY WITH EGTRRA AND SUBSEQUENT REGULATORY CHANGES

- 14.1 Purpose and Scope: The plan amendments in this Article XIV are adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and subsequent regulatory changes and guidance. These amendments are intended to constitute good faith compliance with the requirements of EGTRRA and are to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided herein, these amendments shall be effective as of the first day of the

first Plan Year beginning after December 31, 2001. The provisions of this Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

14.2 Limitations on Benefits:

- (a) Effective date. This Section shall be effective for limitation years ending after December 31, 2001.
- (b) Effect on Participants. Benefit increases resulting from the increase in the limitations of Section 415(b) of the Code will be provided to all current and former participants (with benefits limited by Section 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under section 415(b)).
- (c) Definitions.
 - (i) Defined benefit dollar limitation. The “defined benefit dollar limitation” is \$160,000, as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.
 - (ii) Maximum permissible benefit. The “maximum permissible benefit” is the defined benefit dollar limitation (adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below).
 - (A) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (I) the numerator of which is the number of years (or part thereof) of participation in the Plan and (II) the denominator of which is 10.
 - (B) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5% interest rate and the

applicable mortality table as defined in the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (B) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited up on death the full mortality decrement is taken into account.

- (C) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (a) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5% interest rate assumption and the applicable mortality table as defined in the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

- (iii) Actuarial Adjustment for Optional Forms. For limitation years beginning before July 1, 2007, for purposes of applying the limits of Section 415 of the Code, a retirement benefit that is payable in any form other than a straight life annuity and that is not subject to Section 417(e)(3) of the Code must be adjusted to an actuarially equivalent straight life annuity that equals the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the participant's form of benefit computed using whichever of the following produces the greater annual amount: (1) the interest rate and mortality table or other tabular factor specified in the plan for adjusting benefits in the same form; and (2) a 5% interest rate assumption and the applicable mortality table.

- (d) Aggregation. Effective for limitation years beginning after December 31, 2001, this Plan shall not be combined or aggregated with a non-multiemployer plan for purposes of applying the Code Section 415(b)(1)(B) compensation limit to the non-multiemployer plan.

14.3 Compensation Limit:

- (a) Increase in limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual compensation means compensation

during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (determination period).

- (b) Cost-of-living adjustment. The \$200,000 limit on annual compensation in paragraph 1 shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

14.4 Direct Rollovers of Plan Distributions:

- (a) Effective date. This section shall apply to distributions made after December 31, 2001.
- (b) Modification of definition of eligible retirement plan. For purposes of the direct rollover provisions of the Plan, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternative payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

14.5 Top-Heavy Rules:

- (a) Effective Date. This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Code Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c) for such years. To the extent that the provisions of Article XIII are inconsistent with provisions of this Section, the provisions of this Section shall govern.
- (b) Determination of Key Employees. A Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Contributing Employer having annual compensation greater than \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002), a 5% owner of the Contributing Employer, or a 1% owner of the Contributing Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(c) Determination of Present Values and Amounts.

- (i) In General. This subsection (c) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.
- (ii) Distributions During Year Ending on the Determination Date. The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the one-year period ending on the determination date. The preceding sentence also shall apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."
- (iii) Employees not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Contributing Employer during the one-year period ending on the determination date shall not be taken into account.
- (d) Minimum Benefits. For purposes of satisfying the minimum benefit requirements of Code Section 416 and in determining years of Service with the Contributing Employer, any Service with the Contributing Employer shall be disregarded to the extent that such Service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

14.6 Applicable Mortality Table:

- (a) Effective Date. This Section shall apply to distributions with Annuity Starting Dates on or after December 31, 2002.
- (b) Notwithstanding any other Plan provisions to the contrary, any reference in the Plan to the applicable mortality table or the mortality table prescribed in Revenue Ruling 95-6 shall be construed as a reference to the mortality table prescribed in Revenue Ruling 2001 -62 for all purposes under the Plan.

14.7 Additional Limitations on Benefits Under Code Section 415: In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 11.7 is intended to incorporate the requirements of Section 415 of the Code and the Treasury Regulations issued thereunder by reference except as otherwise specified herein.

- (a) Definitions. For purposes of this Section 11.7, the following terms shall have the following meanings:
- (i) Limitation Year. "Limitation Year" means the calendar year.
 - (ii) Plan Benefit. "Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 11.7.
- (b) Limit on Accrued Benefits. For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with Section 415 of the Code and the Treasury Regulations thereunder (the "annual dollar limit") for that Limitation Year. If a Participant's Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.
- (c) Limits on Benefits Distributed or Paid. For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of the benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.
- (d) Protection of Prior Benefits. To the extent permitted by law, the application of the provisions of this Section 11.7 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant to be less than the Participant's accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under Section 415 of the Code and the Treasury Regulations thereunder as in effect as of January 1, 2008.
- (e) Aggregation of Plans. In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under Section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by an Employer, the benefits of the other plan shall be reduced to the extent necessary to comply with Section 415 of the Code and the Treasury Regulations thereunder.

(f) General.

- (i) To the extent that a Participant's benefit is subject to provisions of Section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.
- (ii) This Section 14.7 is intended to satisfy the requirements imposed by Section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 14.7 shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the Treasury Regulations thereunder.
- (iii) If and to the extent that the rules set forth in this Section 14.7 are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

- (g) Interpretation or Definition of Other Terms. The terms used in this Section that are not otherwise expressly defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 14.7 as prescribed in Section 415 of the Code and the Treasury Regulations thereunder.

ADOPTED ON this 20th day of November 2017 by the
Board of Trustees of the Pension Plan.

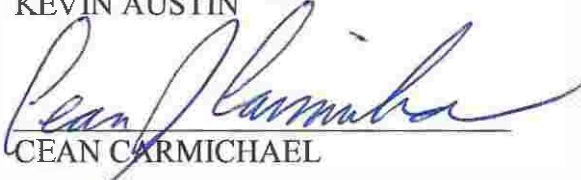
UNION TRUSTEES



KEVIN AUSTIN

11/20/2017

Date of Execution

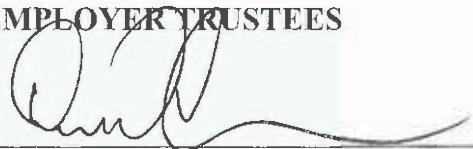


SEAN CARMICHAEL

11/20/2017

Date of Execution

EMPLOYER TRUSTEES



DAVID COOPER

11/20/2017

Date of Execution

Date of Execution

**AMENDMENT NO. 1 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to comply with recent Department of Labor regulations and to reflect the Plan's practice since April 1, 2018; and

NOW, THEREFORE, the following Sections of the Plan are amended in their entirety to read as follows, effective April 1, 2018:

1. Section 2.2(x) of the Plan is hereby amended as follows:

- (x) Disability: Prior to April 1, 2018, "Disability" means a physical or mental condition which, in the judgment of the Committee, based upon medical reports and other evidence satisfactory to the Committee, presumably permanently prevents an Employee from satisfactorily performing his usual duties for the Employer or the duties of such other position or job which the Employer makes available to him and for which such Employee is qualified by reason of his training, education, or experience. Effective April 1, 2018, "Disability" means any disability for which the Participant has been found to be entitled to disability benefits from the Social Security Administration.

2. Section 8.6(e) of the Plan is hereby amended as follows:

- (e) The Pension Plan determines entitlement to a distribution due to Disability based upon a social Security disability award, but may also rely upon any internal rule guideline, protocol, or other similar criterion in determining Disability, including any medical judgment independent of the Social Security Administration. Notwithstanding the foregoing, effective April 1, 2018, the Pension Plan determines entitlement to a distribution due to Disability based solely on an award of Social Security Disability benefits. The Trustees may from time to time require evidence of continued entitlement to Social Security disability benefits.

Adopted on the 30th day of December, 2018 by action of the Board of Trustees.

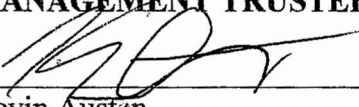
UNION TRUSTEES

Penny Zalatel

Date of Execution

Date of Execution

MANAGEMENT TRUSTEES



Kevin Austin

2/21/19

Date of Execution

Cean Carmichael

Date of Execution

Adopted on the 30th day of December, 2018 by action of the Board of Trustees.

UNION TRUSTEES

Penny Zalatel

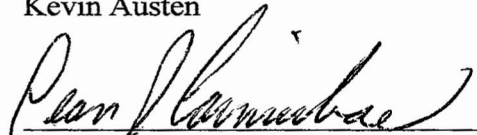
Date of Execution

Date of Execution

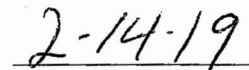
MANAGEMENT TRUSTEES

Kevin Austen

Date of Execution



Sean Carmichael



Date of Execution

**AMENDMENT NO. 2 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit payment of a thirteenth benefit check to payees in certain years and when certain conditions are met; and

NOW, THEREFORE, Sections 2.2(hh)(7) and (8) are hereby added to the Plan as follows, effective December 1, 2017:

1. Section 2.2(hh)(7) is hereby added to the Plan as follows:

- (7) Effective December 1, 2017, a thirteenth check will be issued in December to all participants and beneficiaries in pay status as of December 1 of the Plan Year, so long as the Plan's actuary advises the Trustees that the Plan's Funding Standard Account is projected to remain positive if such benefit is paid. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be payable in any year after 2018 unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2017 and 2018 is contingent upon the Plan's actuary advising the Trustees that the Funding Standard Account is projected to remain positive and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2018 unless the Plan is amended to provide for the payment of a thirteenth check.

Adopted on the 16th day of December, 2019 by action of the Board of Trustees.

UNION TRUSTEES

Leon Harnutae

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Page 2 of 2

**AMENDMENT NO. 3 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to simplify administration and clarify plan operations; and

NOW, THEREFORE, Sections 2.2(hh), 2.2(oo), 5.2, 5.3(c), 5.5(a), 6.1(b), 6.3, 6.4, 6.6, and 6.8 of the Plan are amended to read as follows, effective January 1, 2019:

1. Section 2.2(hh) of the Plan is hereby amended as follows:

(hh) Normal Retirement Benefit: Each Participant who was an active Participant on or after January 1, 2003 will receive a monthly benefit payable at Normal Retirement Age equal to the sum of the following:

- (1) For Years of Credited Service prior to January 1, 2003, \$22 per year of service times the number of such years.
- (2) For Years of Credited Service on and after January 1, 2003, 1.1% of the Employer Contributions made on the Participant's behalf for each such year; provided, however, that for 2003, 2004 and 2005, the minimum accrual rate shall be \$18 for each Year of Credited Service.
- (3) With respect to individuals who commenced receipt of benefits prior to January 1, 2003, the benefit otherwise payable is increased by 22.22% effective January 1, 2003, with any retroactive benefit increases payable in a lump sum. The accrual rate for Inactive Participants who do not return to active status after January 1, 2003 shall be \$18 per Year of Credited Service.
- (4) With respect to individuals who commenced receipt of benefits on or after January 1, 2003 and prior to December 31, 2005, the Plan will determine whether 1.1% of contributions exceeds \$18 for each Year of Credited Service, and any such excess amount shall be added to such individual's

monthly pension as of the effective date of such pension, with any retroactive benefit increases payable in a lump sum.

- (5) Effective July 1, 2011, for Years of Credited Service on and after January 1, 2003, the accrual rate will be increased to 1.6% of the Employer Contributions made on the Participant's behalf for each such year; provided, however, that for 2003, 2004 and 2005, the minimum accrual rate shall be \$18 for each Year of Credited Service.
- (6) Effective July 1, 2011, all then current pensioners and beneficiaries will receive a 20% benefit increase.
- (7) Effective December 1, 2017, a thirteenth check will be issued in December to all participants and beneficiaries in pay status as of December 1 of the Plan Year, so long as the Plan's actuary advises the Trustees that the Plan's Funding Standard Account is projected to remain positive if such benefit is paid. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be payable in any year after 2018 unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2017 and 2018 is contingent upon the Plan's actuary advising the Trustees that the Funding Standard Account is projected to remain positive and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2018 unless the Plan is amended to provide for the payment of a thirteenth check.
- (8) Effective December 1, 2019, a thirteenth check will be issued in December to all participants and beneficiaries in pay status as of December 1 of the Plan Year, so long as the actuarial valuation as of the previous January 1 produces a funded percentage of at least 105% using the market value of assets (referred to in the valuation report as the "Accumulated Benefits Liability" funded percentage). The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in any year after 2020 unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2019 and 2020 is contingent upon the Plan's actuarial valuation as of the previous January 1 reporting an Accumulated Benefits Liability funded

percentage of at least 105% (using the market value of assets), and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2020 unless the Plan is amended to provide for the payment of a thirteenth check.

2. Section 2.2(oo) of the Plan is hereby amended as follows:

(oo) Eligibility Requirements: Shall mean completing one Year of Service.

For purposes of determining Years of Service and Breaks in Service for purposes of eligibility, the initial eligibility computation period is the twelve (12) consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (employment commencement date).

The succeeding twelve (12) consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date, regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial eligibility computation period. An Employee who is credited with 1,000 Hours of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

2. Section 5.2 of the Plan is hereby amended as follows:

5.2 Payment of Retirement Benefits: Commencing at a Participant's Normal Retirement Date, his Normal Annual Retirement Benefit shall thereupon become completely nonforfeitable and shall be payable in a form determined under Article VI. However, if a Participant does not survive to his Annuity Starting Date, no benefit shall be payable except to the extent his surviving spouse, if any, is entitled to a Qualified Pre-Retirement Survivor Annuity pursuant to Section 6.3.

3. Section 5.3(c) of the Plan is hereby amended as follows:

(c) Upon attaining Normal Retirement Age, a Participant's Accrued benefit shall be completely nonforfeitable and fully vested. However, if a Participant does not survive to his Annuity Starting Date, no benefit shall be payable except to the extent his surviving spouse, if any, is entitled to a Qualified Pre-Retirement Survivor Annuity pursuant to Section 6.3.

4. Section 5.5(a) of the Plan is hereby amended as follows:

- (a) Upon a Participant's entitlement to payment of benefits due to Retirement or Disability other than benefits governed by Section 5.6(a), benefits shall be paid pursuant to Section 6.3. However, payments may not commence until benefits have been applied for in writing on the form prescribed by the Trustees and all information and proof requested by the Trustees has been provided. If a claimant makes a false statement material to the claimant's application for benefits or furnishes fraudulent information or proof, benefits not vested under the Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover, through legal proceedings and/or through offset of benefit payments, any benefits paid in reliance on any false statement, information, or proof submitted by a Participant or Beneficiary (including withholding of material fact) plus interest and costs.

In the event a Participant fails to apply for benefits by the January 1 preceding his Required Beginning Date, the Plan shall commence distribution as of the Required Beginning Date without application if the Plan has sufficient information to do so.

The Committee shall provide each such Participant with appropriate election forms to select both the time and manner of benefit payment. The Participant may elect any form of benefit permitted by this Plan. The Participant may elect to have benefits commence as soon as reasonably practical or may defer commencement of benefits to any later time permitted by this Plan.

If the present value of a Participant's vested Accrued Benefit derived from Employer and Employee contributions exceeds (or at the time of any prior distribution exceeded) \$1,000 (or with respect to benefits payable prior to January 1, 2005, \$5,000), and the Accrued Benefit is immediately distributable, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such Accrued Benefit. The consent of the Participant and the Participant's spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Annuity Starting Date is the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the Participant and the Participant's spouse of the right to defer any distribution until the Participant's Accrued Benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Section 417(a)(3), and shall be provided no less than 30-days and no more than 180 days prior to the annuity starting date. However, distribution may commence less than 30 days after the Notice described in the preceding sentence is given,

provided the distribution is one to which Sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a qualified joint and survivor annuity while the Accrued Benefit is immediately distributable. Neither the consent of the Participant nor the Participant's spouse shall be required to the extent that a distribution is required to satisfy Section 401(a)(9) or Section 415 of the Code.

Present value shall be determined in accordance with Article II of the Plan.

An Accrued Benefit is immediately distributable if any part of the Accrued Benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62.

For purposes of determining the applicability of the foregoing consent requirements to distributions made before the first day of the first Plan Year beginning after December 31, 1988, the Participant's vested Accrued Benefit shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Section 72(o)(5)(B) of the Code.

5. Section 6.1(b) of the Plan is hereby amended as follows:

- (b) Optional Forms of Retirement Benefit: Subject to the restrictions of this Section and Sections 6.2 and 6.3, a Participant may receive his benefits as an Optional Form of Retirement Benefit. The amount payable as an Optional Form of Retirement Benefit shall be the Actuarial Equivalent of the monthly amount of benefit payable to the Participant on the Normal Form of Retirement Benefit on the date his benefits commence.

The Optional Forms of Retirement Benefit are:

- (1) Life Annuity This Optional Form of Retirement Benefit shall provide monthly payments to the Participant, continuing for his lifetime and terminating with the last payment due prior to the death of the Participant.

- (2) Life Annuity With Period Certain This Optional Form of Retirement Benefit shall provide monthly payments to the Participant, continuing for his lifetime, and terminating with the last payment due prior to the death of the Participant. Provided, however, if the Participant dies before having received payments for the specified period certain (effective July 1, 2019, either 60 months or 120 months, as elected by the Participant), the payments for the remainder of such period certain shall be paid to his beneficiary or contingent beneficiary.
- (3) Joint and Survivor Annuity: This Optional Form of Retirement Benefit shall provide monthly payments to the Participant for his lifetime and continuing thereafter to his spouse, if surviving at the Participant's death, for the spouse's lifetime in an amount equal to the specified percentage, of 50%, 66 2/3% or 100% (as elected by the Participant), of the amount which had been payable to the Participant. For purposes of this paragraph, the spouse of a Participant at the time his benefits commence shall be considered to continue to be his spouse notwithstanding any subsequent divorce or remarriage of the Participant. Effective January 1, 2007, the 66 2/3% Joint and Survivor Annuity is replaced with a 75% Joint and Survivor Annuity. If elected, the 50%, 75% or 100% Joint and Survivor Annuity will provide a Participant's surviving spouse with lifetime monthly payments equal to 50%, 75% or 100% respectively of the Participant's monthly payments. The Participant's monthly payments will be reduced to reflect payment over two lives, the Participant's and the surviving spouse's.

6. Section 6.3 of the Plan is hereby amended as follows:

- (a) The provisions of this Article shall apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984, and such other Participant's as provided in Section (f).
- (b) Qualified Joint and Survivor Annuity: Unless an optional form of benefit is selected pursuant to a qualified election within the 180-day period ending on the Annuity Starting Date, a married Participant's vested Accrued Benefit will be paid in the form of a qualified joint and survivor annuity and an unmarried Participant's vested Accrued Benefit will be paid in the normal form of an immediate life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.
- (c) Qualified Pre-Retirement Survivor Annuity:
- (1) If a Participant dies after the earliest retirement age the Participant's surviving spouse, if any, will receive the same benefit that would be

payable if the Participant had retired with an immediate qualified joint and survivor annuity on the day before the Participant's date of death.

The surviving spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving spouse under a qualified joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment. In lieu of such annuity, the surviving spouse may elect to receive a lump sum payment under Section 6.8. If the surviving spouse elects to defer commencement of payment to a later date, no benefits will be payable if the surviving spouse does not survive to the deferred commencement date.

- (2) If a Participant dies on or before the earliest retirement age, the Participant's surviving spouse (if any) will receive the same benefit that would be payable if the Participant had:
 - (i) separated from service on the date of death (or date of separation from service, if earlier),
 - (ii) survived to the earliest retirement age,
 - (iii) retired with an immediate qualified joint and survivor annuity at the earliest retirement age, and
 - (iv) died on the day after the earliest retirement age.
- (3) For purposes of Section (c)(2), and subject to the provisions of Section 5.5 of the Plan, a surviving spouse may begin to receive payments at the Participant's earliest retirement age. Benefits commencing after the earliest retirement age will be the actuarial equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate qualified joint and survivor annuity in accordance with Section (c)(2). If the surviving spouse does not survive until the earliest retirement age, no benefits shall be payable. If the surviving spouse elects to defer commencement of payment to a later date, no benefits will be payable if the surviving spouse does not survive to the deferred commencement date.
- (4) For the purposes of Section (c), the benefit payable to the surviving spouse shall be attributable to Employee contribution in the same proportion as the total Accrued Benefit derived from Employee contributions is to the Accrued Benefit of the Participant.

(d) Definitions

- (1) Election Period: The period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age 35 is attained, with respect to the benefits accrued prior to separation, the election period shall begin on the date of separation.

Pre-age 35 waiver: A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the qualified pre-retirement survivor annuity for the period beginning on the date of such election and ending on the first day, of the Plan Year in which the Participant will attain age 35. Such election will not be valid unless the Participant receives a written explanation of the qualified pre-retirement survivor annuity in such terms as are comparable to the explanation required under Section (e)(1). Qualified pre-retirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article. However, effective January 1, 2019, a Participant may not waive the qualified pre-retirement survivor annuity.

- (2) Earliest Retirement Age: The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.
- (3) Qualified Election: A waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity. Any waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity shall not be effective unless: (a) the Participant's spouse consents in writing to the election; (b) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (c) the spouse's consent acknowledges the effect of the election; and (d) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the qualified joint and survivor annuity will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will

be deemed a qualified election. Effective January 1, 2019, a Participant may not waive the qualified pre-retirement survivor annuity.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided Section 5 below.

- (4) Qualified Joint and Survivor Annuity: An immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the survivor annuity under the Plan shall be 50%.
- (5) Spouse (Surviving Spouse): The spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Code.
- (6) Annuity Starting Date: The first day of the first period for which an amount is paid as an annuity or any other form.

The Annuity Starting Date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at normal retirement age.

- (7) Vested Accrued Benefit: The value of the Participant's vested Accrued Benefit derived from Employer and Employee contributions (including rollovers). The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions, Employee Contributions (or both) at the time of death or distribution.

(e) Notice Requirements

- (1) In the case of a qualified joint and survivor annuity as described in Section (b) of this Article, the Plan Administrator shall provide each Participant no less than 30 days and no more than 180 days prior to the annuity starting date a written explanation of: (i) the terms and conditions of qualified joint and survivor annuity; (ii) the Participant's right to make the effect of an election to waive the qualified joint and survivor annuity form of benefit; (iii) the rights of a Participant's spouse; (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity; and (v) the relative values of the various optional forms of benefit under the Plan.
- (2) In the case of a qualified pre-retirement survivor annuity as described in Section (c) of this Article, the Plan Administrator shall provide each Participant within the applicable period for such Participant, a written explanation of the qualified pre-retirement survivor annuity in such terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of Section (e)(1) applicable to a qualified joint and survivor annuity.

The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; (iii) a reasonable period ending after Section (e)(3) ceases to apply to the Participant; (iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation of service in case of a Participant who separates from service before attaining age 35.

For purposes of the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two-year period beginning one year prior to the date of the applicable event occurs and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

- (3) Notwithstanding the other requirements of this Section (e), the respective notices prescribed by this Section need not be given to a Participant if (1)

the Plan "fully subsidizes" the costs of a qualified joint and survivor annuity or qualified pre-retirement survivor annuity and (2) the Plan does not allow the Participant to waive the qualified joint and survivor annuity of qualified pre-retirement survivor annuity and does not allow a married Participant to designate a non-spouse beneficiary. For purposes of this Section (3), a Plan fully subsidizes the costs of a benefit if under the Plan no increase in cost or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit. Prior to the time the Plan allows the Participant to waive the qualified pre-retirement survivor annuity, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

7. Section 6.4 of the Plan is hereby amended as follows:

6.4 Time of Payment: Subject to the application requirement in Section 5.5, payment of benefits under the Plan to the Participant will begin no later than the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occur:

- (a) the attainment by the Participant of age 65, or, if earlier, the Normal Retirement Age specified under the Plan.
- (b) The 10th anniversary of the year in which the Participant commenced participation in the Plan.
- (c) The termination of the Participant's service with the Employer.
- (d) The date specified in an election made by the Participant. This election shall be made by submitting to the Plan Administrator a written statement, signed by the Participant, which describes the benefit and the date on which payment of such benefit shall commence. No election to defer benefits maybe made unless the present value of the payments to be made to the Participant is more than 50% of the present value of the total payments to be made to the Participant and his beneficiaries. Notwithstanding the foregoing, the failure of a Participant and spouse to consent to a distribution while a benefit is immediately distributable within the meaning of Section 5.2(a) of the Plan shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section.

If the amount of the payment required to commence on the date determined above cannot be ascertained by such date, or if it is not possible to make such payment on such date because the Plan Administrator has been unable to locate the Participant after making reasonable efforts to do so, a payment retroactive to such date may be made no later than sixty (60) days after the earliest date on which the

amount of such payment can be ascertained or the date the Participant is located, whichever is applicable.

8. Section 6.6 of the Plan is hereby amended as follows:

- 6.6 Designation of Beneficiary: Each Participant or Former Participant who elects to receive his benefit as a Life Annuity with Period Certain shall be given the opportunity to designate a beneficiary and contingent beneficiary and from time to time the Participant or Former Participant may file with the Plan Administrator a new or revised designation. Such designations shall be in writing on such form as the Plan Administrator shall provide. If on the date of the Participant's death his designated beneficiary does not survive him, the contingent beneficiary shall become the beneficiary and any remaining benefits shall be paid to him.

If a Participant has a spouse on his Date of Death, this spouse shall be deemed his beneficiary for the Qualified Pre-Retirement Survivor Annuity defined in Section 6.3(c).

If a deceased Participant who is owed benefits is not survived by a designated beneficiary or contingent beneficiary, or if no beneficiary was designated, the benefits shall be paid to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the Participant's (a) widow or widower; (b) children per stirpes; (c) parents; (d) brothers and sisters; (e) executor or administrator of his estate.

Effective January 1, 2020, if the beneficiary or contingent beneficiary is living on the date of the Participant's death, but such person dies prior to receiving the entire benefit payable to him, the remaining portion of such benefit shall be paid to such person's named beneficiary or, if none, to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the beneficiary's (a) widow or widower; (b) children per stirpes; (c) parents; (d) brothers and sisters; (e) executor or administrator of his estate.

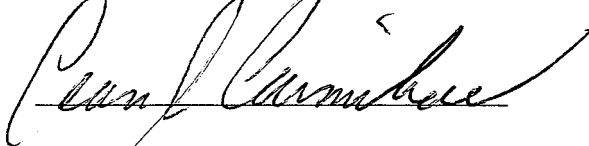
9. Section 6.8 of the Plan is hereby amended as follows:

- 6.8 (a) Payment of Death Benefits: In the absence of a designated form of payment by the Participant, as provided in Section 6.6, the spouse may elect to receive any death benefits payable hereunder as an Optional Form of Payment. The election shall be in writing and shall be filed with the Committee at least thirty (30) days prior to the date payment is to begin. The amount payable on the Optional Form of Payment shall be the Actuarial Equivalent of the benefit otherwise payable to the spouse on the date payment commences.
- (b) The Optional Forms of Payment shall include:

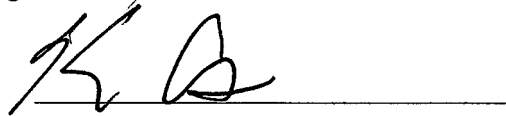
- (1) Life Annuity: This Optional Form of Payment shall provide monthly payments to the spouse continuing for his lifetime and terminating with the last payment due prior to the death of such person.
- (2) Lump Sum Settlement: This Optional Form of Payment shall provide a single lump sum payment to the spouse in cash or kind.
- (3) The Spouse may elect to defer the commencement of any Death Benefit Payable to a later date.
- (4) Any election made pursuant to this Section 6.8 shall be subject to the requirements of Sections 6.2 and 6.3 of this Plan.

Adopted on the 16th day of December 2019 by action of the Board of Trustees.

UNION TRUSTEES



12/16/19
Date of Execution



12/16/19
Date of Execution

MANAGEMENT TRUSTEES



12/16/19
Date of Execution

Date of Execution

**AMENDMENT NO. 4 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to increase the hours of service which can be credited while Participants are on certain types of paid leave; and

NOW, THEREFORE, Section 2.2(m)(2) of the Plan is amended to read as follows, effective January 1, 2019:

1. Section 2.2(m)(2) of the Plan is hereby amended as follows:

- (2) each hour for which an Employee is paid or is entitled to payment by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Up to 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). In addition, more than 501 Hours of Service shall be credited under this paragraph, up to 1,000 Hours in a single Plan Year, so long as contributions are required to be made to the Plan for the corresponding period of paid leave. Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor regulations which are incorporated herein by this reference; and

Adopted on the ____ day of _____, 2020 by action of the Board of Trustees.

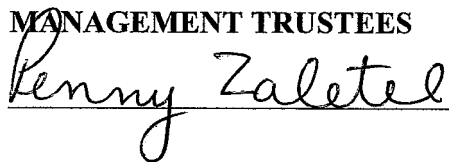
UNION TRUSTEES



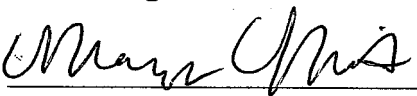
6/20/22
Date of Execution

Date of Execution

MANAGEMENT TRUSTEES



6.20.22
Date of Execution



6.20.22
Date of Execution

**AMENDMENT NO. 5 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to reduce the hours of service required for a year of credited service in 2020 given the effects of the COVID-19 pandemic on the industry, and to correct an error in the Plan Document;

NOW, THEREFORE, Sections 2.2(w) and 5.13 of the Plan are amended to read as follows, effective January 1, 2021:

1. Section 2.2(w) is hereby amended to read as follows

- (w) Year of Service: The term "year of service" means a twelve (12) consecutive month period during which the Participant has completed at least 1,000 Hours of Service. However, for the twelve-month period beginning January 1, 2020 and any initial eligibility computation period commencing during the 2020 Plan Year only, a Year of Service shall be credited to any Participant who completed at least 250 Hours of Service.

3. Section 5.13 of the Plan is hereby amended to read as follows:

- 5.13 Disposition of Non-Vested Benefits: Any non-vested Accrued Benefit forfeited under this Plan pursuant to this Article shall become a general asset of this Plan and Trust.

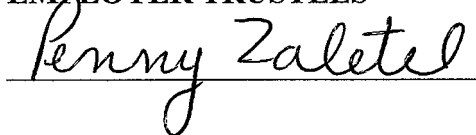
UNION TRUSTEES



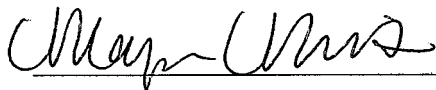
6/20/22
Date of Execution

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EMPLOYER TRUSTEES



6.20.22
Date of Execution



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Date of Execution

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**AMENDMENT NO. 6 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit the provision of a thirteenth check benefit in 2021 if certain criteria are satisfied;

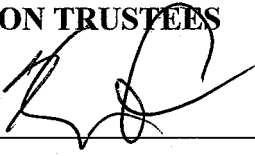
WHEREAS, the Trustees desire to amend the Plan to provide for a pre-retirement death benefit;

NOW, THEREFORE, the following Sections of the Plan are hereby amended as follows, effective January 1, 2021:

1. Section 2.2(hh)(9) is hereby added to the Plan as follows:

- (9) A thirteenth check will be issued in December 2021 to all participants and beneficiaries in pay status as of December 1, 2021, so long as the Actuarial Valuation and Review as of January 1, 2021 reports a credit balance of at least \$1,000,000 in the Funding Standard Account at the end of the prior plan year. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in in any year after the 2021 Plan year, unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2021 is contingent upon the Plan's Actuarial Valuation and Review as of January 1, 2021 reporting a credit balance of at least \$1,000,000 as of the end of the prior year, and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2021 unless the Plan is amended to provide for the payment of a thirteenth check.

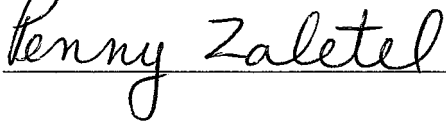
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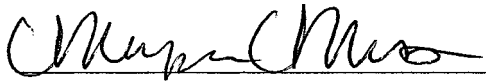
6/20/22
Date of Execution

Date of Execution

EMPLOYER TRUSTEES



6.20.22
Date of Execution



6.20.22
Date of Execution

**AMENDMENT NO. 7 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to provide for a pre-retirement death benefit;

NOW, THEREFORE, the following Sections of the Plan are hereby amended as follows, effective January 1, 2022:

1. Section 5.2 is amended as follows:

- 5.2 Payment of Retirement Benefits: Commencing at a Participant's Normal Retirement Date, his Normal Annual Retirement Benefit shall thereupon become completely nonforfeitable and shall be payable in a form determined under Article VI. However, if a Participant does not survive to his Annuity Starting Date, no benefit shall be paid unless the requirements for a Qualified Pre-Retirement Survivor Annuity or a Pre-Retirement Death Benefit are satisfied.

2. Section 5.3(c) of the Plan is hereby amended as follows:

- (c) Upon attaining Normal Retirement Age, a Participant's Accrued benefit shall be completely nonforfeitable and fully vested. However, if a Participant does not survive to his Annuity Starting Date, no benefit shall be paid unless the requirements for a Qualified Pre-Retirement Survivor Annuity or a Pre-Retirement Death Benefit are satisfied.

3. Section 6.3 of the Plan is hereby amended as follows:

6.3 Joint and Survivor Annuity, Pre-Retirement Survivor Annuity, and Pre-Retirement Death Benefit Requirements.

- (a) The provisions of this Article shall apply to any Participant who is credited with at least one Hour of Service with the Employer on or after August 23, 1984.
- (b) Qualified Joint and Survivor Annuity: Unless an optional form of benefit is selected pursuant to a qualified election within the 180-day period ending on the

Annuity Starting Date, a married Participant's vested Accrued Benefit will be paid in the form of a qualified joint and survivor annuity and an unmarried Participant's vested Accrued Benefit will be paid in the normal form of an immediate life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.

(c) Qualified Pre-Retirement Survivor Annuity:

- (1) If a Participant dies after the earliest retirement age the Participant's surviving spouse, if any, will receive the same benefit that would be payable if the Participant had retired with an immediate qualified joint and survivor annuity on the day before the Participant's date of death.

The surviving spouse may elect to commence payment under such annuity within a reasonable period after the Participant's death. The actuarial value of benefits which commence later than the date on which payments would have been made to the surviving spouse under a qualified joint and survivor annuity in accordance with this provision shall be adjusted to reflect the delayed payment. In lieu of such annuity, the surviving spouse may elect to receive a lump sum payment under Section 6.8. If the surviving spouse elects to defer commencement of payment to a later date, no benefits will be payable if the surviving spouse does not survive to the deferred commencement date.

- (2) If a Participant dies on or before the earliest retirement age, the Participant's surviving spouse (if any) will receive the same benefit that would be payable if the Participant had:
- (i) separated from service on the date of death (or date of separation from service, if earlier),
 - (ii) survived to the earliest retirement age,
 - (iii) retired with an immediate qualified joint and survivor annuity at the earliest retirement age, and
 - (iv) died on the day after the earliest retirement age.
- (3) For purposes of Section (c)(2), and subject to the provisions of Section 5.5 of the Plan, a surviving spouse may begin to receive payments at the Participant's earliest retirement age. Benefits commencing after the earliest retirement age will be the actuarial equivalent of the benefit to which the surviving spouse would have been entitled if benefits had commenced at the earliest retirement age under an immediate qualified joint and survivor annuity in accordance with Section (c)(2). If the surviving spouse does not survive until the earliest retirement age, no

benefits shall be payable. If the surviving spouse elects to defer commencement of payment to a later date, no benefits will be payable if the surviving spouse does not survive to the deferred commencement date.

- (4) For the purposes of Section (c), the benefit payable to the surviving spouse shall be attributable to Employee contribution in the same proportion as the total Accrued Benefit derived from Employee contributions is to the Accrued Benefit of the Participant.

(d) Definitions

- (1) Election Period: The period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age 35 is attained, with respect to the benefits accrued prior to separation, the election period shall begin on the date of separation.

Pre-age 35 waiver: A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the qualified pre-retirement survivor annuity for the period beginning on the date of such election and ending on the first day, of the Plan Year in which the Participant will attain age 35. Such election will not be valid unless the Participant receives a written explanation of the qualified pre-retirement survivor annuity in such terms as are comparable to the explanation required under Section (e)(1). Qualified pre-retirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article. However, effective January 1, 2019, a Participant may not waive the qualified pre-retirement survivor annuity.

- (2) Earliest Retirement Age: The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.
- (3) Qualified Election: A waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity. Any waiver of a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity shall not be effective unless: (a) the Participant's spouse consents in writing to the election; (b) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (c) the spouse's consent acknowledges the effect of the election; and (d) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the qualified joint and

survivor annuity will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election. Effective January 1, 2019, a Participant may not waive the qualified pre-retirement survivor annuity.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided Section 5 below.

- (4) Qualified Joint and Survivor Annuity: An immediate annuity for the life of the Participant with a survivor annuity for the life of the spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the actuarial equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the survivor annuity under the Plan shall be 50%.
- (5) Spouse (Surviving Spouse): The spouse or surviving spouse of the Participant, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Code.
- (6) Annuity Starting Date: The first day of the first period for which an amount is paid as an annuity or any other form.

The Annuity Starting Date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at normal retirement age.

- (7) Vested Accrued Benefit: The value of the Participant's vested Accrued Benefit derived from Employer and Employee contributions (including

rollovers). The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer Contributions, Employee Contributions (or both) at the time of death or distribution.

(e) Notice Requirements

- (1) In the case of a qualified joint and survivor annuity as described in Section (b) of this Article, the Plan Administrator shall provide each Participant no less than 30 days and no more than 180 days prior to the annuity starting date a written explanation of: (i) the terms and conditions of qualified joint and survivor annuity; (ii) the Participant's right to make the effect of an election to waive the qualified joint and survivor annuity form of benefit; (iii) the rights of a Participant's spouse; (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity; and (v) the relative values of the various optional forms of benefit under the Plan.
- (2) In the case of a qualified pre-retirement survivor annuity as described in Section (c) of this Article, the Plan Administrator shall provide each Participant within the applicable period for such Participant, a written explanation of the qualified pre-retirement survivor annuity in such terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of Section (e)(1) applicable to a qualified joint and survivor annuity.

The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; (iii) a reasonable period ending after Section (e)(3) ceases to apply to the Participant; (iv) a reasonable period ending after this Article first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation of service in case of a Participant who separates from service before attaining age 35.

For purposes of the preceding paragraph, a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two-year period beginning one year prior to the date of the applicable event occurs and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

- (3) Notwithstanding the other requirements of this Section (e), the respective notices prescribed by this Section need not be given to a Participant if (1) the Plan "fully subsidizes" the costs of a qualified joint and survivor annuity or qualified pre-retirement survivor annuity and (2) the Plan does not allow the Participant to waive the qualified joint and survivor annuity of qualified pre-retirement survivor annuity and does not allow a married Participant to designate a non-spouse beneficiary. For purposes of this Section (3), a Plan fully subsidizes the costs of a benefit if under the Plan no increase in cost or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit. Prior to the time the Plan allows the Participant to waive the qualified pre-retirement survivor annuity, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

(f) Pre-Retirement Death Benefit

- (1) A Pre-Retirement Death Benefit is payable to the Beneficiary(ies) of vested Participants who meet the following criteria: (1) the Participant dies on or after January 1, 2021; (2) the Participant has not commenced benefits at the time of death; and (3) the Participant has no Surviving Spouse as defined in paragraph (d) with respect to some portion of the Participant's Normal Retirement Benefit.

The Pre-Retirement Death Benefit will be 24 monthly payments equal to the Participant's Normal Retirement Benefit, adjusted as follows:

- If the Participant dies after attaining age 65, the Normal Retirement Benefit will be increased pursuant to Section 5.3(a) as if the Participant had retired with an immediate single life annuity on the day before the Participant's death.
 - If the Participant dies before attaining age 65, the Normal Retirement Benefit will be reduced by one-half of one percent (0.5%) for each month by which the Participant's date of death precedes the month the Participant would have attained age 65, up to a maximum of 60%.
- (2) Each Beneficiary may elect to receive the Pre-Retirement Death Benefit in 24 monthly installments or in one lump sum pursuant to Section 6.8. However, if the monthly amount of the Pre-Retirement Death Benefit is less than \$200, the benefit will be paid in one lump sum pursuant to Section 6.8.
- (3) Pre-Retirement Death Benefit payments must be completed by the end of the calendar year that includes the fifth anniversary of the date of the Participant's death.

- (g) **Benefit Limitations.** Notwithstanding any other provision of the Plan, all survivor benefits shall comply with the limits of Code §401(a)(9) and regulations thereunder.

4. Section 6.6 of the Plan is hereby amended as follows:

- 6.6 **Designation of Beneficiary:** Each Participant or Former Participant shall be given the opportunity to designate a beneficiary and contingent beneficiary and from time to time the Participant or Former Participant may file with the Plan Administrator a new or revised designation. Such designations shall be in writing on such form as the Plan Administrator shall provide. If on the date of the Participant's death his designated beneficiary does not survive him, the contingent beneficiary shall become the beneficiary and any remaining benefits shall be paid to him.

If a Participant has a spouse on his Date of Death, this spouse shall be deemed his beneficiary for the Qualified Pre-Retirement Survivor Annuity defined in Section 6.3(c).

If a deceased Participant is not survived by a designated beneficiary or contingent beneficiary, or if no beneficiary was designated, the benefits shall be paid to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the Participant's (a) widow or widower; (b) children per stirpes; (c) parents; (d) brothers and sisters; (e) executor or administrator of his estate.

Effective January 1, 2020, if the beneficiary or contingent beneficiary is living on the date of the Participant's death, but such person dies prior to receiving the entire benefit payable to him, the remaining portion of such benefit shall be paid to such person's named beneficiary or, if none, to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the beneficiary's (a) widow or widower; (b) children per stirpes; (c) parents; (d) brothers and sisters; (e) executor or administrator of his estate.

5. Section 6.8 of the Plan is hereby amended as follows:

- 6.8 (a) **Payment of Death Benefits:** The spouse or other beneficiary may elect to receive any death benefits payable hereunder as an Optional Form of Payment. The election shall be in writing and shall be filed with the Committee at least thirty (30) days prior to the date payment is to begin. The amount payable on the Optional Form of Payment shall be the Actuarial Equivalent of the benefit otherwise payable to the spouse or other beneficiary on the date payment commences.
- (b) The Optional Forms of Payment shall include:
- (1) **Life Annuity:** This Optional Form of Payment is only available to a surviving spouse and shall provide monthly payments to the spouse

to the death of such person.

- (2) Lump Sum Settlement: This Optional Form of Payment shall provide a single lump sum payment to the spouse or beneficiary in cash or kind.
- (3) The Pre-Retirement Death Benefit for non-Spouse Beneficiaries may be paid in 24 monthly installments if the monthly benefit is at least \$200.
- (3) Any election made pursuant to this Section 6.8 shall be subject to the requirements of Sections 6.2 and 6.3 of this Plan.

Adopted on the 12th day of December, 2022 by action of the Board of Trustees.

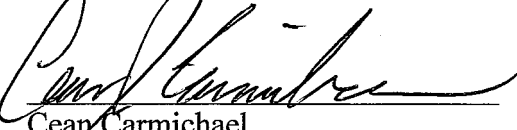
UNION TRUSTEES



Kevin Austin Chair

12/12/22

Date of Execution

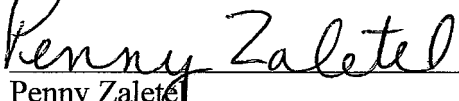


Sean Carmichael

12-12-22

Date of Execution

EMPLOYER TRUSTEES



Penny Zalete

12-12-22

Date of Execution



Maryann Morris, Secretary

12/12/22

Date of Execution

**AMENDMENT NO. 8 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit the provision of a thirteenth check benefit in 2022 if certain criteria are satisfied;

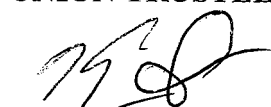
NOW, THEREFORE, the following Section of the Plan is hereby amended as follows, effective January 1, 2022:

1. Section 2.2(hh)(9) is hereby added to the Plan as follows:

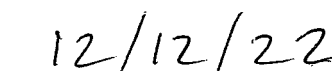
- (9) A thirteenth check will be issued in December 2022 to all participants and beneficiaries in pay status as of December 1, 2022, so long as the Actuarial Valuation and Review as of January 1, 2022 reports a credit balance of at least \$1,000,000 in the Funding Standard Account at the end of the prior plan year. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in any year after the 2022 Plan year, unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2022 is contingent upon the Plan's Actuarial Valuation and Review as of January 1, 2022 reporting a credit balance of at least \$1,000,000 as of the end of the prior year, and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2022 unless the Plan is amended to provide for the payment of a thirteenth check.

Adopted on the 12th day of December, 2022 by action of the Board of Trustees.

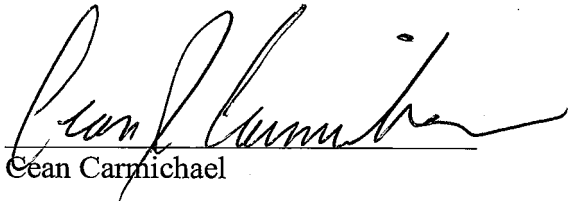
UNION TRUSTEES



Kevin Austin, Chair

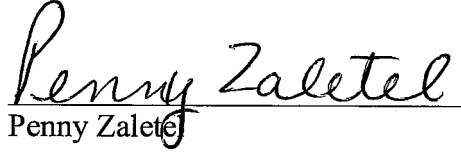


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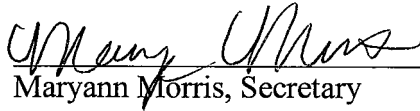

Sean Carmichael

12/12/22
Date of Execution

EMPLOYER TRUSTEES


Penny Zaletel

12-12-22
Date of Execution


Maryann Morris, Secretary

12/12/22
Date of Execution

**AMENDMENT NO. 9 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to provide the same rules regarding the suspension of benefits on account of disqualifying employment for participants who retire prior to Normal Retirement Age as those for participants who retire on or after Normal Retirement Age, and to eliminate the requirement that participants notify the Fund Office if they are to engage in disqualifying employment;

NOW, THEREFORE, the following provisions of the Plan are hereby amended as follows, effective January 1, 2023:

1. Section 6.9(b), (c), (d), (e) and (g) are hereby amended as follows:

6.9 Retirement Defined: Suspension of Benefits for Engaging in Disqualifying Employment.

* * *

(b) Reserved.

(c) Suspension of Benefits. The monthly benefit of an employee or Pensioner shall be suspended for any calendar month during which he is engaged in disqualifying employment for more than 64 hours.

(d) Amount of Benefit on Resumption of Payment. The monthly amount of pension when resumed after suspension shall be re-determined in accordance with paragraphs (1) through (4) if applicable. Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Employee's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

(1) Resumption shall be at the same monthly amount except as adjusted for additional credit earned pursuant to (2) below.

Upon resumption of benefits after a suspension of benefits before Normal Retirement Age, the monthly amount of the original benefit shall be recomputed based on the Pensioner's age at the time benefits are resumed reduced by the number of months for which he had previously received benefits.

- (2) A Pensioner who returns to Covered Employment and earns a year of Credited Service, but less than five consecutive years of Credited Service, shall be entitled to have his original benefit, as adjusted in paragraph (1) above, increased by any additional Credited Service he may have accrued during his period of reemployment. In no event, however, shall a Pensioner's benefit, as recomputed, exceed the maximum benefit allowable.
 - (3) A Pensioner who returns to Covered Employment and earns at least five consecutive years of Credited Service shall be entitled to a complete re-computation of his benefit amount based on any additional Credit Service he may have accrued, as though he had not previously received any benefits.
 - (4) A Joint and Survivor Pension in effect immediately prior to suspension of benefits shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Joint and Survivor Pension when his benefits are resumed unless he is entitled to a complete re-computation of his Pension in accordance with paragraph (3) above.
- (e) Commencement of Benefits on Resumption of Payment. If benefit payments have been suspended in accordance herewith, payments shall resume no later than the third calendar month after the calendar month in which the Pensioner ceases to be engaged in disqualifying employment. The initial payment on resumption shall include the benefit payable for the calendar months when the payments resume plus any amounts withheld during the period between cessation of disqualifying employment and resumption of payments, less any deductions as hereinafter provided. There shall be deducted from any such resumed payments any benefit amounts previously paid to the Pensioner for calendar months in which he was engaged in disqualifying employment, provided such deduction does not exceed, in any one month after the first three months of resumed payment, 25% of the benefit otherwise payable for that month. If a Pensioner died before recoupment of overpayments has been completed, deduction shall be made from the benefits payable to his beneficiary or contingent annuitant subject to the 25% limitation.
- (g) Verification of Employment by Fund Office. If so requested by the Fund Office and at such times and with such frequency as may be reasonable, a

Pensioner shall be required, as a condition of receiving future benefits, either to certify that he is not engaged in disqualifying employment or to provide factual information sufficient to establish that any employment engaged in is not disqualifying employment.

Any Pensioner may be required at any time to furnish W-2 statements and to authorize the Fund Office to obtain from the Social Security Administration an Earnings Report with respect to such Pensioner.

Adopted on the 18th day of December, 2023 by action of the Board of Trustees.

UNION TRUSTEES



Kevin Austin, Chair

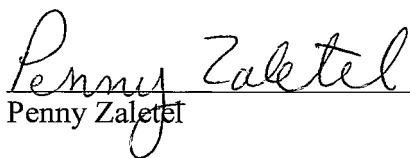
12/18/23

Date of Execution

Cean Carmichael

Date of Execution

EMPLOYER TRUSTEE



Penny Zaletel

12.18.23

Date of Execution

**AMENDMENT NO. 10 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit the provision of a thirteenth check benefit in 2023 if certain criteria are satisfied;

NOW, THEREFORE, the following Sections of the Plan are hereby amended as follows, effective January 1, 2023:

1. Section 2.2(hh)(9) is hereby added to the Plan as follows:

- (9) A thirteenth check will be issued in December 2023 to all participants and beneficiaries in pay status as of December 1, 2023, so long as the Actuarial Valuation and Review as of January 1, 2023 reports a credit balance of at least \$1,000,000 in the Funding Standard Account at the end of the prior plan year. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in any year after the 2021 Plan year, unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2023 is contingent upon the Plan's Actuarial Valuation and Review as of January 1, 2023 reporting a credit balance of at least \$1,000,000 as of the end of the prior year, and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2023 unless the Plan is amended to provide for the payment of a thirteenth check.

Adopted on the 18th day of December, 2023 by action of the Board of Trustees.

UNION TRUSTEES



Kevin Austin, Chair

12/18/23

Date of Execution

Cean Carmichael

Date of Execution

EMPLOYER TRUSTEE

Penny Zaletel
Penny Zaletel

12.18.23
Date of Execution

**AMENDMENT NO. 11 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit the provision of a thirteenth check benefit in 2024 if certain criteria are satisfied;

NOW, THEREFORE, the following provision is hereby added to the Plan effective January 1, 2024:

1. Section 2.2(hh)(11) is hereby added to the Plan as follows:

- (11) A thirteenth check will be issued in December 2024 to all participants and beneficiaries in pay status as of December 1, 2024, so long as the Actuarial Valuation and Review as of January 1, 2024 reports a credit balance of at least \$1,000,000 in the Funding Standard Account at the end of the prior plan year. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in any year after the 2021 Plan year, unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2024 is contingent upon the Plan's Actuarial Valuation and Review as of January 1, 2024 reporting a credit balance of at least \$1,000,000 as of the end of the prior year, and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2024 unless the Plan is amended to provide for the payment of a thirteenth check.

Adopted on the 25th day of November, 2024 by action of the Board of Trustees.

UNION TRUSTEES



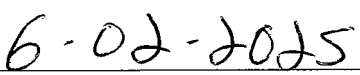
Kevin Austin, Chair



Cean Carmichael



Date of Execution



Date of Execution

EMPLOYER TRUSTEES

Penny Zaletel
Penny Zaletel

6-2-25
Date of Execution

Dianna Angell

Date of Execution

**AMENDMENT NO. 12 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to permit the provision of a thirteenth check benefit in 2025 if certain criteria are satisfied;

NOW, THEREFORE, the following provision is hereby added to the Plan, effective January 1, 2025:

1. Section 2.2(hh)(12) is hereby added to the Plan as follows:

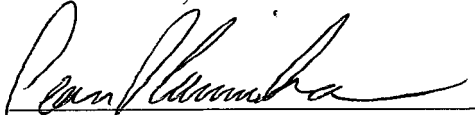
- (11) A thirteenth check will be issued in December 2025 to all participants and beneficiaries in pay status as of December 1, 2025, so long as the Actuarial Valuation and Review as of January 1, 2025 reports a credit balance of at least \$1,000,000 in the Funding Standard Account at the end of the prior plan year. The thirteenth check will be equal to the monthly benefit payable to the participant or beneficiary for the month in which it is paid. A thirteenth check benefit shall not be made in any year after the 2021 Plan year, unless the Plan is amended to provide for the benefit and payment. The payment of this benefit in 2025 is contingent upon the Plan's Actuarial Valuation and Review as of January 1, 2025 reporting a credit balance of at least \$1,000,000 as of the end of the prior year, and the thirteenth check benefit is not accrued or vested for the given year unless and until this condition is met. There is no right (vested, accrued, or otherwise) to a thirteenth check benefit in years after 2025 unless the Plan is amended to provide for the payment of a thirteenth check.

Adopted on the 24th day of November, 2025 by action of the Board of Trustees.

UNION TRUSTEES



Kevin Austin, Chair

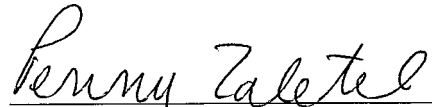


Cean Carmichael

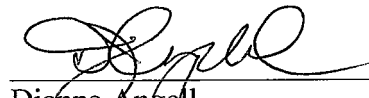
11/24/25
Date of Execution

11-24-2025
Date of Execution

EMPLOYER TRUSTEES


Penny Zaletel

11-24-25
Date of Execution


Dianna Angell

11.24.25
Date of Execution

**AMENDMENT NO. 13 TO THE 2017 RESTATEMENT
OF THE THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

WHEREAS, the Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (the "Trustees") are authorized by Article X of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan and Trust Agreement (the "Plan") to amend the Plan as appropriate; and

WHEREAS, the Trustees desire to amend the Plan to increase the accrual rate for the Normal Retirement Benefit;

NOW, THEREFORE, the Plan is amended as follows, effective January 1, 2026:

1. Section 2.2(hh)(5) is hereby amended, and Section 2.2(hh)(13) is hereby added to the Plan as follows:

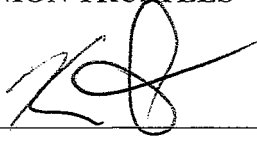
- (5) Effective July 1, 2011, for Years of Credited Service on and after January 1, 2003 and prior to January 1, 2026, the accrual rate will be increased to 1.6% of the Employer Contributions made on the Participant's behalf for each such year; provided, however, that for 2003, 2004 and 2005, the minimum accrual rate shall be \$18 for each Year of Credited Service.

* * *

- (13) Effective for Years of Credited Service on and after January 1, 2026, the accrual rate will be increased to 1.7% of the Employer Contributions made on the Participant's behalf for each such year.

Adopted on the 24th day of November, 2025 by action of the Board of Trustees.

UNION TRUSTEES



Kevin Austin, Chair

12/15/2025

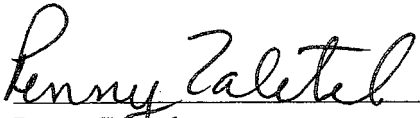
Date of Execution

Cean Carmichael

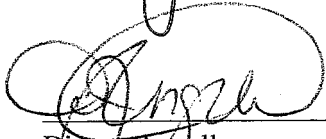
12/15/2025

Date of Execution

EMPLOYER TRUSTEES


Penny Zaletel

12/12/2025
Date of Execution


Dianna Angell

12/12/2025
Date of Execution

**THEATRICAL STAGE EMPLOYEES UNION LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

**TRUSTEE AND EMPLOYEE EXPENSE POLICY
FOR ATTENDANCE AT EDUCATIONAL SEMINARS,
INDUSTRY CONFERENCES, OR MEETINGS**

Effective January 1, 2020

WHEREAS, the undersigned are the Trustees of the Theatrical Stage Employees Union Local No. 27 Defined Benefit Pension Plan (the "Plan") and are "fiduciaries" as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS, from time to time, the Trustees and the Plan's employees may attend educational seminars, industry conferences, and other meetings for and on behalf of the Plan; and

WHEREAS, attendance at such seminars, conferences, and meetings may require a Trustee or employee to incur certain expenses for travel, lodging, and food, for which the Trustee or employee is entitled to reimbursement in accordance with the provisions of the Plan and Trust Agreement and ERISA; and

WHEREAS, this policy shall also apply to employees of the Plan for expenses incurred as a regular part of the duties of their position; and

WHEREAS, the Trustees desire to establish this policy for the payment and/or reimbursement of expenses incurred by the Trustees and Plan employees for and on behalf of the Plan as follows:

I. General Policy

Trustees shall be reimbursed only for expenses properly and actually incurred in the performance of their duties for the Plan.

In performing their duties with regard to the Plan, the Trustees acknowledge and reaffirm their fiduciary responsibility to discharge their duties solely in the interests of the Plan's participants and beneficiaries in accordance with ERISA.

II. Basis of Reimbursement

As a general rule, expenses may be reimbursed as follows:

A. Travel

1. If the Trustee travels by air to attend a seminar, conference, or other meeting, air travel shall be reimbursed (at other than first class air fare) if such expense is actually incurred.

2. The cost of air travel shall include fees such as check bag fees, seat assignment, and other airline fees which have become standard in addition to the cost of the ticket.

3. If one or more Trustees travel by automobile, the driver of the automobile shall be reimbursed at the rate per mile established by the then-current Revenue Ruling of the Internal Revenue Service for Mileage Allowances – Business Expense. Mileage shall be computed on the actual direct mileage driven.

4. If the automobile travel allowance as determined above exceeds the allowed air fare, the air fare allowance plus the reasonable cost of ground transportation that would have been incurred at the event shall be used to reimburse a Trustee. If more than one Trustee traveled with the driver of the automobile, only the driver shall be reimbursed.

5. If another means of travel is used, the Trustee shall be reimbursed the actual cost of the transportation, so long as it does not exceed the appropriate air fare allowance.

B. Lodging

If the meeting, conference, or seminar takes place at a hotel or other site providing lodging, the Trustee shall be reimbursed based upon single occupancy of an appropriate room at such site. If the meeting, conference or seminar does not take place at a site providing lodging, or if no lodging is available at the time of booking, the Trustee shall be reimbursed based upon single occupancy of an appropriate room at a first-class hotel in the city of such meeting.

C. Meals

The Trustee shall be reimbursed for all meals actually purchased away from his/her city of residence on his/her way to, at, or returning from said meeting. The selection of the restaurant for said meals shall be consistent with restaurant and meal selection by the Trustee while on personal vacation or on a business trip for the party appointing him/her as a Trustee.

D. Other Expenses

The Trustee shall be reimbursed for all other necessary and proper expenses actually incurred in connection with his/her attendance and participation at said meeting, conference, or seminar, including but not limited to surface transportation as needed, customary gratuities for services, etc. Expenses for surface transportation at the meeting, conference, or seminar shall be reimbursed, including airport shuttle, taxi, or rental car where appropriate.

E. Limitations on Reimbursement

1. The maximum reimbursement for meals and other expenses excluding transportation and lodging shall not exceed \$110.00 per day. Meals will not be reimbursed if meals were provided at the conference (for example, if breakfast or lunch is provided by the conference, those meals will not be reimbursed).

2. Reimbursement is available for the actual days of the meeting, conference, or seminar and any necessary travel days required to reach the destination and return at a reasonable time, taking into account the scheduling of airline travel. If a Trustee uses transportation other than air, the Trustee shall be entitled to a travel day preceding and subsequent to the meeting as if he/she traveled by air.

III. Conditions to Reimbursement

A. Before a Trustee may be reimbursed for any expenses, the Trustee shall submit an itemized expense accounting report to the Plan Administration Office. A suggested format is attached to this Policy. Whenever possible, a voucher or receipt for each expenditure shall be appended to the report. A receipt is necessary for expenses of \$25.00 or more and for transportation.

B. No reimbursement shall be made if the Trustee did not actually incur and pay for an expense.

C. No reimbursement shall be made if the Trustee is reimbursed for an expense by any other party.

D. The Trustee shall obtain and provide any certificate of attendance provided by the organizer of the conference or meeting to the Plan administration office with the reimbursement request. For example, expenses for attendance at an International Foundation conference will not be reimbursed unless the Trustee submits verification of attendance at the minimum number of sessions to obtain a certificate, unless such attendance was prevented due to matters outside the Trustee's control (for example, a delayed flight).

E. At the next regular or special meeting of the Board of Trustees following the meeting, seminar, or conference, the Trustee shall report to the full Board of Trustees on the meeting.

IV. General

A. Each Trustee is authorized reimbursement for the reasonable cost of attending no more than one (1) in-person educational conference per fiscal year of the Plan, generally, but not exclusively, the International Foundation annual meeting, or a regional or special meeting on a subject appropriate for Trustees. Additional virtual seminars or conferences may be paid for directly by the Plan.

B. Any questions relating to the expenses and reimbursement not specifically covered herein shall be resolved by the Board of Trustees, consistent with the provisions of ERISA.

C. This policy may be amended or revoked by the Trustees at any time in writing.

D. A copy of this policy shall be kept on file in the Plan's office and shall be available to all interested parties. A copy will be provided to each Trustee when he or she registered for a seminar, conference, or meeting.

V. Additional Rules Pertaining to Plan Employees

The above rules also apply to employees of the Plan subject to the following provisions:

The Plan Coordinator is authorized reimbursement for the reasonable cost of attending one (1) in-person educational conference per fiscal year of the Plan and any additional conferences or seminars as approved by the Trustees in advance. If the conference or seminar is relevant to the Plan Coordinator's duties for affiliated plans, the Plan will only reimburse the Plan Coordinator for a percentage of the expenses equal to the percentage of the Plan Coordinator's salary and benefits paid by the Plan, unless another arrangement is approved by the Trustees.

UNION TRUSTEES

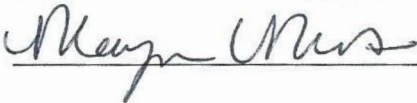


6/20/22

Date of Execution

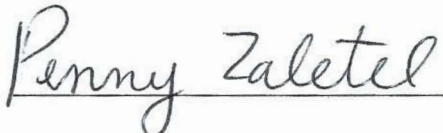
Date of Execution

MANAGEMENT TRUSTEES



6.20.22

Date of Execution



6.20.22

Date of Execution

EDUCATIONAL CONFERENCE EXPENSE REPORT

TRUSTEE:

CONFERENCE:

EXPENSES INCURRED:

DATES:

Date												Totals
Breakfast												
Lunch												
Dinner & Refreshments												
Tips & Gratuities												
Cabs, Buses, Transportation												
Auto Rental												
Miscellaneous Other												
Sub-Total												
Hotel Room												
Airfare or Auto												
Total Expenses												

The above information is an accurate accounting of the actual expenses which I have incurred in connection with my attendance at the above described conference. I consider the expenses to be ordinary and necessary in nature.

SIGNATURE _____

DATE _____