



Annuity Fund
of Local No. One IATSE

SUMMARY PLAN DESCRIPTION

March 2019



Annuity Fund of Local No. One, IATSE

320 West 46th Street, 6th Floor
New York, NY 10036

Tel (212) 247-5225
Fax (212) 977-9319

www.FundOneIATSE.com

BOARD OF TRUSTEES

Union Trustees

James J. Claffey, Jr.

Robert (Toby) McDonough

Robert Score

Employer Trustees

Jill Boyd

Christopher J.G. Brockmeyer

Sean Quinn

DIRECTOR OF FUND ADMINISTRATION

Scott Cool



Annuity Fund of Local No. One, IATSE

320 West 46th Street, 6th Floor • New York, NY 10036 • Tel (212) 247-5225 • Fax (212) 977-9319 • www.fundoneiatse.com

March 2019

Dear Participant:

We are pleased to present you with this Summary Plan Description (SPD) for the Annuity Fund of Local No. One, IATSE (Fund). This document describes the benefits to which you and your beneficiaries may be entitled under the Fund's plan of benefits (Plan) as of March 1, 2019. Should there be any changes in the Plan, you will receive written notice in the form of a Summary of Material Modification (SMM).

We urge you to carefully study this SPD and all subsequent SMMs and share them with your beneficiaries so that you fully understand your rights and obligations as a Fund Participant and can take advantage of all of the benefits provided to you through the Fund. When you receive an SMM, please keep it with this SPD for future reference. You should refer to these documents whenever you need information about your benefits. If you lose any of these documents, please contact the Fund Office for a replacement or download a copy at the Fund's website: www.FundOneIATSE.com. If you have questions about any of your benefits, please contact the Fund Office at (212) 247-5225.

Please understand that no general explanation of a complicated plan document can adequately provide you with all of the details of the Plan. This SPD does not change or expand the terms of the Plan, and in the event there is any conflict between this SPD and the official text of the Plan rules and regulations (Plan Document), the Plan Document will govern. As described in more detail in this SPD and the Plan Document, the Board of Trustees reserves the right in their sole and absolute discretion, to change or terminate the Plan at any time. The Trustees also retain the sole and absolute discretion to interpret the Plan and 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. If you have any questions about your annuity benefits or would like to receive a copy of the full Plan Document, please contact the Fund Office at (212)247-5225.

We believe that the Fund provides valuable benefits for you and your beneficiaries and are very proud to be involved in the administration of this Plan.

Sincerely,

BOARD OF TRUSTEES

TABLE OF CONTENTS

I. Important Information About the Fund and this SPD.....	1
A. PLAN INTERPRETATION AND ADMINISTRATION.....	1
B. AMENDMENT AND TERMINATION	2
C. REGARDING THIS SUMMARY PLAN DESCRIPTION	2
D. GENERAL APPLICABILITY	2
II. Eligibility & Vesting.....	3
A. WHEN PARTICIPATION BEGINS	3
B. WHEN PARTICIPATION ENDS	3
C. VESTING.....	3
III. Contributions & Individual Accounts	4
A. EMPLOYER CONTRIBUTIONS	4
B. SALARY REDUCTION CONTRIBUTIONS.....	4
C. ROLLOVER CONTRIBUTIONS	5
D. INDIVIDUAL ACCOUNTS	5
E. INVESTMENT OF INDIVIDUAL ACCOUNTS THROUGH MASSMUTUAL.....	6
IV. Loans.....	9
A. LOAN AMOUNTS.....	9
B. NUMBER OF LOANS	9
C. OTHER RULES.....	9
D. INTEREST AND FEES	9
E. LOAN ADMINISTRATION	10
F. AUTOMATIC LOAN DEFAULTS	10
V. Distributions.....	11
A. NORMAL RETIREMENT	11
B. EARLY RETIREMENT	11
C. AGE 59-1/2	11
D. AGE 60.....	11
E. AGE 70-1/2	11
F. TERMINATION OF EMPLOYMENT	12
G. TEMPORARY DISABILITY.....	12
H. PRIMARY CAREGIVER	12
I. TOTAL AND PERMANENT DISABILITY	12
J. HARDSHIP DISTRIBUTIONS	13
K. REQUIRED DISTRIBUTION DATES	14

L.	INVOLUNTARY CASH-OUT OF SMALL AMOUNTS.....	14
VI.	Forms of Payment	15
A.	NORMAL FORM	15
B.	OPTIONAL FORMS.....	16
VII.	Survivor Benefits	17
A.	GENERAL.....	17
B.	NAMING A BENEFICIARY	18
VIII.	Applying for Benefits	20
IX.	Claims & Appeals Procedures	21
A.	CLAIMS & REVIEW PROCEDURE	21
B.	APPEALS PROCEDURE	21
C.	RULES APPLICABLE TO CLAIMS AND APPEALS.....	22
X.	Other Important Information and Rules	23
A.	TAXATION OF BENEFITS	23
B.	BENEFIT LIMITATIONS	23
C.	RESTRICTION ON TRANSFER OF BENEFITS	23
D.	RECOVERY OF OVERPAYMENTS	24
E.	KEEPING YOUR PLAN RECORD CURRENT.....	25
XI.	ERISA Rights	25
A.	RECEIVE INFORMATION ABOUT THE PLAN AND YOUR BENEFITS	25
B.	PRUDENT ACTIONS BY PLAN FIDUCIARIES.....	25
C.	ENFORCE YOUR RIGHTS.....	26
D.	ASSISTANCE WITH YOUR QUESTIONS	26
E.	ADMINISTRATIVE INFORMATION	27

SECTION I

IMPORTANT INFORMATION ABOUT THE FUND AND THIS SUMMARY PLAN DESCRIPTION

The Theatrical Protective Union, Local No. One, IATSE (Local One or Union) and the Contributing Employers established the Fund's plan of annuity benefits (Plan) in 1980 to provide a source of income for your retirement, or in the case of your total and permanent disability. The Fund is maintained and operated in accordance with collective bargaining agreements between Contributing Employers and Local One. The Fund is administered by a Board of Trustees, composed of representatives from Local One and Contributing Employers in accordance with the Fund's Trust Agreement. The Board of Trustees has delegated certain administrative and operational functions to the Director of Fund Administration, and most of your day-to-day questions can be answered by the Fund Office staff.

Under the Plan, an Individual Account is established for each participant. These Individual Accounts are generally funded by contributions from Contributing Employers. Your Individual Account may also have certain sub-accounts. For example, you may have the opportunity to contribute to the Plan on a before-tax basis. You are eligible to make such contributions if you are a Fund Office or Union Office employee or there is an agreement in effect providing for your participation in this feature of the Plan. If you are eligible and elect to make these contributions to the Plan, a Salary Reduction Sub-Account will be established for you. Additionally, you may be able to postpone taxes on certain amounts in another retirement plan by transferring those amounts into this Plan. If you make these "rollover contributions" to the Plan, a Rollover Account will be established for you.

This Summary Plan Description (SPD) provides an overview of the benefits available from the Plan as of March 2019. It also discusses when you are eligible to receive benefits and how they will be paid. Complete details of the Plan are set forth in the Fund's official rules and regulations (Plan Document). This document, the governing Trust Agreement, which establishes the power and responsibilities of the Board of Trustees, and applicable collective bargaining agreements, are available for your inspection at the Fund Office during normal business hours. All statements made in this document are subject to the provisions and terms of those documents.

A. Plan Interpretation and Administration

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, Plan Document, the Trust Agreement and any other documents related to the Plan, 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 Plan, rules, regulations or policies may be amended from time to time by the Trustees),
- decide questions, including legal or factual, 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.

B. Amendment and Termination

The Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan in whole or in part, for any reason, at any time and with respect to some or all participants (and their beneficiaries) who are or may become covered under the Plan. If the Plan is amended, modified or terminated, in whole or in part, your future ability to participate in the Plan and/or to receive benefits thereunder, as well as the type and amount of benefits provided under the Plan, may be modified or terminated.

C. Regarding this Summary Plan Description

This SPD is a general description of the terms of the Plan Document, and in the event that any of the terms of the SPD conflict with the Plan Document, the provisions of the Plan Document override the SPD.

Whenever you see the words “you” or “your” in this SPD, it means a participant in the Annuity Fund of Local No. One, I.A.T.S.E.

D. General Applicability

This SPD is a summary of the restated Annuity Plan rules and regulations contained in the Plan Document that became effective on January 1, 2015, including any subsequent Plan modifications made by the Trustees through March 1, 2019. The rights of participants who left Covered Employment prior to this Plan Document and/or any subsequent modifications are generally governed by the terms of the Plan rules and regulations in effect at the time they left Covered Employment.

SECTION II

Eligibility and Vesting

For purposes of Employer Contributions, you are eligible to participate if you work for an employer who contributes to the Plan on your behalf (Contributing Employer) according to a collective bargaining, participation or other agreement between either (i) your employer and the Union or, (ii) if you work for the Union or the Local No. One I.A.T.S.E. Pension, Welfare and Annuity Funds (Benefit Funds), between the entity(ies) you work for and this Plan. In addition, you are eligible to make Salary Reduction Contributions if you work for the Union or participating Benefit Funds, or there is an agreement in effect which provides for your participation in this Plan feature.

A. When Participation Begins

You will become a Plan participant on your first day of work for a Contributing Employer for which a contribution is required to the Plan (Covered Employment). However, you are not eligible to participate if you are an independent contractor.

B. When Participation Ends

Your participation ends when you no longer have money in your Individual Account as of the last day of the Plan Year (December 31).

C. Vesting

You are always fully vested in the entire amount of your Individual Account. This means that you have a non-forfeitable right to the contributions and investment earnings allocated to your Individual Account even if you leave employment before you are eligible to retire.

SECTION III

Contributions and Individual Accounts

A. Employer Contributions

Your Contributing Employer will make contributions to the Plan on your behalf in accordance with the terms of a collective bargaining, participation or other agreement which will be equal to at least 3% of your pay.

B. Salary Reduction Contributions

If you are eligible to participate in this Plan feature, you can supplement the Employer Contributions made on your behalf by voluntarily entering into a salary reduction agreement with your employer and making before-tax contributions to the Plan on a payroll deduction basis. (That is, the amount deducted from your paycheck does not appear as income on your federal W-2 Form. Your contributions are subject to Social Security and Medicare taxes and may also be subject to state and local taxes.) You can defer paying taxes on your contributions until you take the money out of the Plan. Even then, you will not be taxed if you roll the funds over into a qualified plan of a new employer or a tax-deferred Individual Retirement Account. You may obtain the necessary forms from your employer in order to enter into a salary reduction agreement. Your salary reduction agreement will remain in effect until you revoke or modify it.

You can either save any dollar amount or percentage of your pay up to the IRS limit which is \$19,000 for the 2019 calendar year (not including the catch-up contributions discussed later) and may be adjusted in the future for cost of living increases.

For the purposes of your salary reduction election, your pay (or compensation) includes the taxable wages paid to you by your employer. Your eligible compensation is also subject to a limit set by the IRS, as adjusted for cost of living increases. The limit in 2019 is \$280,000. In addition, you may not make salary reduction contributions in excess of 80% of your compensation.

Increasing or Decreasing Your Contributions: You may increase or decrease the amount you contribute through payroll deductions at any time. You can do this by changing your salary reduction agreement. Contact your employer and you will be given the necessary forms to fill out.

Stopping Your Contributions: You can stop contributing to the Plan at any time. Simply notify your employer and you will be given the necessary forms to fill out in order to stop your contributions by ending your salary reduction agreement.

Returning Your Contributions: If you contribute more than the IRS maximum, or if there is some other legal reason why your contributions must be returned to you, the money will be returned to your employer who will make out a check to you for the returned amount.

Catch-up Contributions: If you are age 50 or older (by the end of the Plan Year), you are eligible to make “catch-up contributions.” These contributions are also made on a before-tax basis, meaning you will reduce your taxable income by the amount of your catch-up contributions to the Plan. The maximum amount of catch-up contributions is the lesser of:

- the maximum amount allowed by law (\$6,000 for the 2019 calendar year), or
- 50% of your eligible compensation for the year reduced by your other elective deferrals for that year.

If you wish to make this additional contribution, you may make your election on the forms you complete to enter into a salary reduction agreement provided by the Fund Office.

C. Rollover Contributions

You can roll over funds from another employer-sponsored, qualified retirement plan into this Plan and postpone taxes on the amount you roll over. You may not roll over any money from a plan that was contributed on an after-tax basis; only funds that were contributed on a before-tax basis may be rolled over into the Plan. Any money you roll over into the Plan will be subject to same investment gains and losses and administrative expenses as the rest of your Individual Account.

D. Individual Accounts

Once you become a Plan participant, an Individual Account will be set up in your name. The amounts held in your Individual Account will be continually adjusted to reflect:

- any investment gains or losses, and
- your share of the Plan's administrative expenses.

You will receive a quarterly statement, which shows the value of your Individual Account (including any sub-accounts) as well as any investment gains or losses.

The Plan generally determines the amount in your Individual Account based on remittance reports and other information submitted by Contributing Employers for whom you work. While the Plan may conduct 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. You also have the ability to view the gross wages reported by your Contributing Employers and Annuity Fund contributions made on your behalf on the Fund Office web site at **www.FundOneIATSE.com**. You must register to use the site using a Personal Identification Number (“PIN”), which was mailed to you. If you need to request a new PIN or have any difficulties accessing the secure section of the site, please contact the Fund Office.

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 procedures which begin on page 23. Please be reminded that, 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.

E. Investment of Individual Accounts through MassMutual

The Plan allows you to select how to invest your Individual Account. Amounts invested under the Plan are valued on each business day to reflect changes to investment fund values. Massachusetts Mutual Life Insurance Company (MassMutual) is the provider of administrative and other services that carries out your investment directions.

When your individual account is created, MassMutual will provide you with information on how to establish a PIN number which you should use to set up your individual log-in for MassMutual’s participant website:

www.retiresmart.com

If you have any trouble establishing a PIN or have lost it, please call **1-800-74-FLASH** for assistance. All of your account information, including your current investment elections and balances, is available on this website.

1. INVESTMENT OPTIONS

All assets invested through the Plan will be invested in the investment fund(s) you have selected, in the percentages you have allocated. The Investment Manager of the investment fund(s) selects the mutual fund or funds to be used under each investment fund option and their relative weightings in the portfolios. The Trustees may change the available investment options from time to time by written notice to participants. Information regarding the available investment options is available on MassMutual's website or from the Fund Office.

2. INVESTMENT ELECTIONS

Your investment selections and subsequent changes to your investment allocations must be made via MassMutual's website (www.retiresmart.com) or by calling 1-800-74-FLASH. Elections must allocate assets among the available investment options in 1% increments.

Please note that you are solely responsible for the selection and monitoring of your investment options. Neither the Trustees, the Union, the employees of the Benefit Funds nor any Contributing Employer (including any officer, employee or agent any such person or entity) assumes any responsibility for your investment choices.

You should evaluate the investment options available under the Plan in the same way you would evaluate any investment to determine whether you are comfortable with the investment risk and expected rate of return. The Plan is intended to constitute a plan under ERISA Section 404(c) and Title 29 of the Code of Federal Regulations, Section 2550.404c-1. Consequently, the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or your beneficiaries. You are urged to read the information describing each investment option that can be found on MassMutual's website prior to making any investment decision. Remember, you will share in any losses as well as any gains of the investment options you choose.

Please note that if you do *not* make an election as to how any of your account assets (whether from rollover, employee or employer contributions) should be invested, the Plan will invest those account assets in a default investment fund (referred to as a "qualified default investment alternative" or "QDIA") that the Board of Trustees has selected until you elect otherwise. The QDIA selected by the Board of Trustees as the Plan's default investment fund is currently the Core Blend fund. This is also the default investment fund for any portion of your account for which you have not previously given investment instructions.

You are responsible for account assets that are invested in the QDIA (including any losses as a result of such investment) as if you had affirmatively elected to invest those assets in the QDIA. Even if the Plan invests some or all of the assets in your account(s) in the QDIA, you have the continuing right to direct the investment of your account(s), including the assets which have already been invested in the QDIA, in one or more of the other investment choices available to you under the Plan.

In accordance with ERISA Section 404(c), the Investment Manager has been designated to provide the following information to Plan participants upon their request:

- a description of the annual operating expenses of each investment alternative (including investment management fees, administrative fees, transaction costs and other costs which may reduce the rate of return of such investment alternative), and a description of the amount of any such expenses expressed as a percentage of average net assets of the investment alternative,
- copies of prospectuses, financial statements and reports, and any other relevant materials relating to the investment alternatives available under the Plan to the extent such information is provided to the Plan,
- a list of the assets comprising the portfolio of each investment alternative, the value of each such asset (or the proportion of the investment alternative which it comprises), and, with respect to each investment alternative which is a fixed rate investment contract issued by a bank, savings and loan institution or an insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract,
- information with regard to the value of shares or units of the investment alternatives, as well as the past and current investment performances of each alternative, determined, net of expenses, on a reasonable and consistent basis, and
- information with regard to the value of shares or units of the investment alternatives held in your account.

SECTION IV

Loans

The Plan allows you to borrow money from your account for any purpose and pay yourself back through substantially level Debit ACH deductions from your bank account (which must be at least as frequent as quarterly). Each loan will be evidenced by a promissory note payable to the Plan, and adequately secured in a manner considered appropriate to the Trustees. Loans may be requested using MassMutual's website (www.retiresmart.com) or by calling 1-800-74-FLASH using your PIN.

A. Loan Amounts

1. MAXIMUM

The maximum loan amount (when added to the highest outstanding loan amount) is:

- \$50,000 (reduced by the highest amount owed on any outstanding Plan loan over the preceding 12 months versus what you owe on that loan at the time you apply for another loan) or, if less,
- 50% of your Individual Account as of the most recent Valuation Date (i.e., the last business day).

2. MINIMUM: The minimum loan amount is \$1,000.

B. Number of Loans

No more than three loans may be outstanding at any time. A third loan cannot be taken if you have two loans outstanding and have defaulted on either of those loans. You may refinance any outstanding loan for the sole purpose of adjusting the interest rate.

C. Other Rules

If you are married, you must receive your spouse's written consent to use your Individual Account to secure your loan.

A loan may be prepaid in full as of any date without penalty.

D. Interest and Fees

Interest will be charged at a reasonable rate, which will be the prime rate quoted in the Wall Street Journal. If there is more than one published rate, the higher rate will be used. In no event will the interest rate charged be more than the maximum rate allowed by applicable law. All such loans must be repaid within the time period you agree to when you apply. However, in no event will the repayment period exceed five years (unless it is used to acquire your primary residence, in which case, the loan may be for up to 30 years).

If there is a fee for processing your loan, you will be informed of the amount of the fee at the time your loan request is initiated.

E. Loan Administration

Loans will be administered by transferring pro rata, unless otherwise designated by the participant, from the investment funds in which the participant's Individual Account is invested to a special "loan fund." The loan fund will consist solely of the amount transferred and will be invested solely in the loan made to the participant. Payments of principal on the loan will reduce the loan fund and such principal payments and attendant interest payments will be reinvested in the same manner as contributions made to the participant's Individual Account at the time of such payments.

F. Automatic Loan Defaults

You are responsible for ensuring proper repayment of a Plan loan. A loan will automatically be in default upon the failure to make fully one loan repayment installment for any reason (subject only to any grace period adopted by the Trustees). Additionally, outstanding loans will automatically go into default if, after you take a distribution from the Plan, the amount of your account balance is less than the total balance of all your outstanding loans. The defaulted loans will become immediately due and payable in accordance with the rules of the Plan.

For example, assume you are eligible to receive distributions from the Plan and you have outstanding loans of \$25,000 and an account balance of \$30,000. You then take a distribution of \$10,000 from the Plan, which means that the remaining balance in your account is \$20,000 (\$30,000-\$10,000). Because the remaining amount of \$20,000 is less than your outstanding loans (\$25,000), your outstanding loans will be defaulted and cancelled. You will no longer be permitted to repay your loan over time and the \$25,000 outstanding loan balance will become due and payable to the Plan. If you fail to repay the outstanding loan balance within the required time period, you owe taxes on the entire loan amount of \$25,000 at that time (along with the \$10,000 distribution). In addition, depending on your age, these amounts may also be subject to the 10% early distribution penalty imposed by the IRS.

SECTION V

Distributions

You will be entitled to a distribution of all or a portion of your Individual Account balance when one of the events described below occurs. The form in which your Individual Account balance is paid under each of these events also is described below. Unless otherwise specified, the portion of your Individual Account that you are eligible to receive will be payable to you as soon as administratively possible after you submit a completed application for a distribution from the Plan. Applications may be obtained from the Fund Office.

A. Normal Retirement

If you "retire" at or after age 60, the value of your Individual Account will be payable to you. For purposes of the Plan, you will be considered to have retired only if you completely withdraw from employment under the trade and geographical jurisdiction of the Union.

B. Early Retirement

If you retire at or after age 55, but before age 60, and you start receiving a 30-year service pension under the associated Pension Plan of Local No. One I.A.T.S.E., the value of your Individual Account will be payable to you.

C. Age 59-1/2

If you have been a participant in the Plan for at least two full calendar years and have attained age 59-1/2, you may elect to withdraw that portion of your Individual Account that was contributed by a Contributing Employer (adjusted for earnings) to your Individual Account on or after November 1, 2002 and more than two full calendar years prior to the calendar year in which the withdrawal request is made. The amount available to you is reduced by any distributions or loans you have taken from your Individual Account during the previous two calendar years.

D. Age 60

If you have been a participant in the Plan for at least two full calendar years and have attained age 60, you may elect to withdraw that portion of your Individual Account that was credited to you more than two full calendar years prior to the calendar year in which the withdrawal request is made. The amount available to you is reduced by any distributions or loans you have taken from your Individual Account during the previous two calendar years.

E. Age 70-1/2

If you have attained age 70-1/2, you may elect to withdraw your entire account balance.

F. Termination of Employment

If you "separate from service" from all Contributing Employers for any reason other than your normal or early retirement or total or permanent disability, the value of your Individual Account will be payable to you. For purposes of the Plan, you will be considered to have "separated from service" only if you no longer have an employment relationship with any Contributing Employer, and there have been no contributions made to the Plan on your behalf for 12 consecutive months.

G. Temporary Disability

If you become temporarily disabled, you will be eligible to request a distribution from the Plan. You will be considered to be temporarily disabled if your physician certifies, on a form provided by the Fund, (a) that you are unable, as a result of bodily injury or by reason of disease, to engage in any gainful employment with an employer for a period of at least 45 days, and (b) that he/she is treating you for such temporary disability. The Fund may periodically require you to provide an updated physician's certification in order to maintain temporary disability status. The amount of your distribution, should you be determined to be temporarily disabled, would be limited to the lesser of: (1) \$50,000; or (2) 50% of your Individual Account as of the most recent Valuation Date (i.e., the last business day), less any outstanding loans.

H. Primary Caregiver

If you cease employment for a period of 45 or more days to serve as the primary caregiver to an immediate family member (spouse, child or parent) suffering from a life-threatening illness or severe disability and have not returned to covered employment, you may apply for a distribution from your Individual Account of amounts in your account after January 1, 2001. You must submit a completed certification, on a form provided by the Fund Office, from your immediate family member's treating physician certifying the physician is treating your immediate family member for such condition. The Fund may periodically require you to provide an updated physician's certification. The amount of your distribution in such case would be limited to the lesser of: (1) \$50,000; or (2) 50% of your Individual Account as of the most recent Valuation Date (i.e., the last business day), less any outstanding loans.

I. Total and Permanent Disability

If you become totally and permanently disabled, the value of your Individual Account will be payable to you. You will be considered to be totally and permanently disabled only if:

- you have received a Social Security Disability Award reflecting that you are totally and permanently disabled, and
- such disability has lasted for at least five months and is expected to continue for at least an additional seven months.

J. Hardship Distributions

To qualify for a Hardship Distribution, you must have worked in Covered Employment for at least two (2) years, be able to establish one of the immediate and heavy financial needs listed below, and have no other resources (including Plan loans) reasonably available to meet the need. If you satisfy these requirements, you may take a Hardship Distribution from your Individual Account of up to 125% of the amount necessary to satisfy the need (the extra 25% is to help you pay taxes and potential penalties associated with the distribution). Funds available for such distribution are limited to employer contributions made to your Individual Account on or after 11/01/2002, including earnings on those contributions.

You must demonstrate an immediate and heavy financial need for one of the following purposes to obtain a Hardship Distribution:

- (1) **Tax Delinquency:** Payment of past due federal income taxes where the Internal Revenue Service has issued a formal notice of tax delinquency, a tax assessment or a tax lien in respect to such past due income taxes;
- (2) **Prevention of Eviction or Foreclosure:** Payment to avoid your loss of the right to continue to occupy or remain in possession of the participant's principal residence, or to prevent loss of title due to non-payment of delinquent taxes, or to prevent imminent foreclosure of an outstanding mortgage because of non-payment of one or more installments;
- (3) **Tuition, Related Educational Fees, or Room and Board Expenses:** Payment of tuition, related educational fees, or room and board expenses for the next 12 months of post-secondary education for the participant or participant's spouse, child, or dependent;
- (4) **Burial or Funeral Expenses:** Payments for burial or funeral expenses for the participant's deceased parent, spouse, child, dependent, or designated beneficiary at the time of death.
- (5) **Expenses and Losses Due to Disaster:** Expenses and losses incurred by the participant (including loss of income) resulting from a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

The Trustees (or their designee) may request any evidence that they deem necessary in order to determine whether the events described above have occurred and reserve the right to make a determination based on the evidence provided, in their sole and absolute discretion, and that decision will be final, binding and conclusive, subject to the participant's right to appeal.

If you are married, you will be required to obtain written consent from your Spouse. Hardship Distributions are limited to one per calendar year per participant except that distributions for tuition related expense may be made more than once per calendar year so long as they do not in the aggregate exceed 12 months of tuition and related fees. You will be required to provide proof that any prior hardship distribution related to tax delinquency or eviction/foreclosure was used for the specified purpose. The minimum amount for any Hardship Distribution is \$1,000.

If you have any questions about these Hardship Distribution rules, please contact the Fund Office.

K. Required Distribution Dates

If you reach your "required beginning date" and are no longer in Covered Employment, the Trustees will automatically start distributing your Individual Account balance to you without requiring an application from you. Your required beginning date is December 31 of the:

- calendar year in which you reach age 70-1/2 or, if later,
- year in which you retire.

If you die before this distribution begins, the timing of the required distribution to your beneficiary will be as follows:

- If your sole beneficiary is your spouse, distribution will begin by December 31 of the year after the year in which you died, or if later, by December 31 of the year in which you would have reached age 70-1/2.
- If your spouse is not your sole beneficiary, distribution to your beneficiary(ies) will begin by December 31 of the year after the year in which you died. However, for single or partial lump sum payments, or if there is no designated beneficiary as of September 30 of the year after the year in which you died, the entire interest from the Plan will be distributed by December 31 of the year in which the fifth anniversary of your death occurs.

L. Involuntary Cash-Out of Small Amounts

If no contributions (other than rollover contributions) are made to your Individual Account for 18 consecutive months ending on December 31, and as of such December 31 the amount in your Individual Account (without regard to any Rollover Account) is \$1,000 or less, then the balance of your Individual Account will be paid to you in a lump sum even if you don't apply for a distribution.

SECTION VI

Forms of Payment

A. Normal Form

1. **NORMAL FORM: PARTICIPATION PRIOR TO NOVEMBER 1, 2002**

If you began participation in the Plan before November 1, 2002, unless you waive the normal form of benefit as described below, the entire amount of your Individual Account will be used to purchase a qualified annuity from an insurance company (selected by the Trustees). The amount of the monthly qualified annuity will depend on many factors, including the amount in your Individual Account, interest rates and other assumptions used by the insurance company, and your (and, if applicable, your spouse's) age. A qualified annuity means:

- if you are married, a monthly payment for your lifetime and, upon your death, a monthly payment during your spouse's lifetime equal to 50% of your monthly payment, or
- if you are not married, a monthly payment for your lifetime with no continuation of payments after your death.

If your Individual Account balance is less than \$5,000, the normal form of benefit is not available and you must choose from the optional forms described below (except for the 75% Joint and Survivor Annuity).

You may elect in writing not to receive your benefits in the form of a qualified annuity, and to elect an optional form of benefit instead. You must make this election during the 180-day period before your benefits are due to be paid. Between 30 to 180 days before your benefits are scheduled to begin, the Fund Office will provide you with a detailed written explanation of the terms and conditions of the qualified annuity, the right to waive that form of benefit (and the effect of doing so), the right to revoke the waiver, and the rights of your spouse under the law. However, you may waive the minimum 30-day waiting period, in which case you are permitted to revoke your election not to receive your benefits in the form of a qualified annuity at least until the date your benefits commence, or, if later, at any time within seven days after this explanation is provided to you.

If you are married, an election to waive the qualified annuity benefit form will not be effective without the written consent of your spouse. Such election shall also designate a beneficiary (and a form of benefits), which may not be changed without the consent of your spouse (unless your spouse's previous consent expressly permits you to designate a new beneficiary and/or benefit form without any further consent by your spouse). Your spouse's consent must be in writing and witnessed by a notary public or an authorized Plan

representative. You may revoke your waiver of the qualified annuity at any time before benefits are paid without the consent of your spouse.

Any election (or revocation of an election) that you make, or any consent to waive a qualified annuity by your spouse shall be made on a form deemed acceptable by the Plan Administrator and shall not be deemed effective until delivered to the Plan Administrator. Spousal consent will not be required if it is established to the satisfaction of the Trustees that consent may not be obtained because you do not have a spouse, because your spouse cannot be located or because of such other circumstances as may be prescribed by IRS regulations.

2. NORMAL FORM: PARTICIPATION ON OR AFTER NOVEMBER 1, 2002

If you began participation in the Plan on or after November 1, 2002, the entire amount of your Individual Account will be distributed to you as a single lump sum payment or series of lump sum payments unless you are eligible for and elect in writing one of the optional forms of benefit payment available under the Plan as detailed below.

B. Optional Forms

If your Individual Account balance is less than \$5,000, you must select from among the optional forms of benefit payment available under the Plan. If your Individual Account balance is \$5,000 or more, you may select an optional form of benefit payment if you waive the normal form of benefit payment (with your spouse's consent, if applicable). The optional forms of benefit payment available under the Plan are as follows:

- a single or partial lump sum payment,
- monthly installments, or
- a combination of the above two choices, as you may elect.

If your monthly installments are less than \$100, The Trustees will combine your payments into one quarterly or semi-annual payment, as they may determine.

If you are married and your Individual Account Balance is \$5,000 or more, in addition to the Normal and Optional Forms discussed above, you may elect (with your spouse's consent) to receive your benefit as a 75% Joint and Survivor Annuity. If you waive the 50% Joint and Survivor Normal Form of benefit and elect to receive your benefit as a 75% Joint and Survivor Annuity, you will receive monthly payments for life and your Spouse will receive monthly payments for his or her life equal to 75% of your monthly payment.

SECTION VII

Survivor Benefits

A. General

If you die while receiving payments:

- under a qualified annuity and you are married, your surviving spouse (determined when your benefit payments started), if any, will receive 50% (or, if elected as outlined in the previous section, 75%) of the monthly benefit you were receiving for the remainder of his or her lifetime,
- under a qualified annuity and you are unmarried, there will be no further benefits payable to your beneficiary,
- under a single lump sum payment of your entire Individual Account balance and you received such payment, there will be no further benefits payable to your spouse or beneficiary, or
- in the form of monthly installments or a combination of monthly installments and partial lump sum payments, your spouse or beneficiary will receive the remaining balance of your Individual Account in the form of ongoing monthly installments or a single lump sum or partial lump sum payments as elected by your spouse or beneficiary (which lump sum or partial lump sum may be rolled over into an IRA).

1. **DEATH BENEFITS: PARTICIPATION PRIOR TO NOVEMBER 1, 2002**

If you die before commencement of your benefits under the Plan and your participation in the Plan began prior to November 1, 2002, to the extent your Individual Account is not payable to your spouse (as described below), your benefit will be payable to your designated beneficiary. Your beneficiary may elect to receive this benefit as a single life annuity purchased from an insurance company, single or partial lump sum payments, monthly installments for up to 120 months or a combination of lump sum and monthly payments. Payments will commence as soon as practicable after your beneficiary(ies) applies for benefits with the Fund Office and the Fund Office processes his or her application.

If you are married on the date of your death and you and your spouse have not duly waived the qualified pre-retirement survivor annuity, unless he or she otherwise elects (as described below), 50% of your Individual Account to which your spouse is entitled will be used to purchase from an insurance company (selected by the Trustees) a qualified pre-retirement survivor annuity for the life of your spouse, as soon as practicable after your spouse applies for benefits with the Fund Office and the Fund Office processes his or her application. Instead of the qualified pre-retirement survivor annuity described in the previous sentence, your spouse may elect a single life annuity based on the balance of your Individual Account to which he or she is entitled, a single or partial lump sum payment (which may be rolled over into an IRA),

monthly installments for up to 120 months or a combination of lump sum and monthly payments.

If you wish to designate another beneficiary for this portion of your Individual Account, your spouse must irrevocably consent to waive any right to this death benefit during the “applicable election period.” The term applicable election period is the period that begins on the first day of the Plan Year in which you attain age 35 (or your separation from service, if earlier) and ends on the date:

- benefits are paid out of your Individual Account or, if earlier,
- of your death.

Spousal consent must be in writing, witnessed by a notary public or an authorized Plan representative and acknowledge the specific non-spouse beneficiary(ies). Spousal consent will not be required if it is established to the satisfaction of the Trustees that consent may not be obtained because you are not married, because your spouse cannot be located or because of such other circumstances as may be prescribed by IRS regulations.

If your spouse is only entitled to the qualified pre-retirement survivor annuity (i.e. you have selected another beneficiary for the remainder of your Individual Account), your designated beneficiary will be entitled to the remaining balance of your Individual Account, payable as a single life annuity purchased from an insurance company, single or partial lump sum payments, monthly installments for up to 120 months or a combination of lump sum and monthly payments, as elected by your beneficiary.

2. DEATH BENEFITS: PARTICIPATION ON OR AFTER NOVEMBER 1, 2002

If you die before commencement of your benefits under the Plan and your participation in the Plan began on or after to November 1, 2002, your Individual Account will be distributed to your beneficiary(ies) as a single lump sum payment or series of lump sum payments, unless the beneficiary is eligible for and elects one of the optional forms of benefit payment available under the Plan. As discussed in further detail below, if you are married on the date of your death, your spouse will automatically be your beneficiary for the entire value of your Individual Account unless your spouse has consented to another beneficiary designation. Payments will commence as soon as practicable after your beneficiary(ies) applies for benefits with the Fund Office and the Fund Office processes his or her application.

B. Naming a Beneficiary

When you enroll in the Plan, you should complete a beneficiary form, which is available at the Fund Office. You may name:

- a primary beneficiary (or two or more primary beneficiaries, who you wish to share the benefit), and
- a contingent (or secondary) beneficiary (or two or more secondary beneficiaries).

If you are married, your spouse will automatically be your beneficiary for the entire value of your Individual Account unless your spouse consents to another beneficiary designation. Spousal consent must be in writing, witnessed by a notary public or an authorized Plan representative and acknowledge the specific non-spouse beneficiary(ies). Spousal consent will not be required if it is established to the satisfaction of the Trustees that consent may not be obtained because you are not married, because your spouse cannot be located or because of such other circumstances as may be prescribed by IRS regulations.

Your beneficiary designation(s) is considered in effect when the form is properly completed and delivered to the Fund Office. You may change your beneficiary(ies) (without the consent of the primary or contingent beneficiary except in the case of a surviving spouse) in the same manner.

In the absence of any designation or if there is no designated person living at the time a benefit is payable, your beneficiary will be your surviving lawful spouse, or if you have no spouse, your surviving children who will share equally, or if you have no surviving children, your parents who will share equally, or if you have no parents, your estate.

You may designate one or more secondary beneficiary(ies), who would be entitled to the benefit only if at the time of your death your primary beneficiary has not survived you (or in the case of multiple primary beneficiaries, none of the primary beneficiaries have survived you). If any of your primary beneficiaries have survived you, your secondary beneficiary(ies) has no right to any benefits relating to your Individual Account.

At the time of your death, your primary beneficiary(ies) may designate a beneficiary who would be entitled to the balance of your Individual Account in the event it was not distributed in full to the primary beneficiary(ies). In the event a primary beneficiary (who survives you, but dies before receiving the entire remaining balance of your Individual Account) fails to designate a beneficiary, distribution shall be made to the estate of such primary beneficiary. If no primary beneficiary survives you, your secondary beneficiary(ies) may designate a beneficiary and any death benefit will be payable in the same manner as described in the case of a primary beneficiary.

A primary beneficiary may irrevocably waive his/her right to receive benefits under the Plan upon your death, in which case any benefits which would have gone to the primary beneficiary will be payable to the contingent beneficiary (or, if none, in accordance with the rules above for a participant who dies without a designated beneficiary). Please contact the Fund Office for further details regarding waivers.

SECTION VIII

Applying for Benefits

When you become eligible to receive your benefits, an application must be made in writing to the Trustees, care of the Director of Fund Administration. You may also be required to furnish additional information necessary to process your benefits, as requested by the Trustees. Payments (based on the amount in your Individual Account as of the Valuation Date on which the payment occurs) will start as soon as practicable following receipt and processing by the Fund Office of your completed application and all other required information.

You will be required to start receiving funds from your Individual Account once you reach your required distribution date. You will continue to receive participant statements and share in the net income, gain or loss on the Plan's assets until your Individual Account is distributed. Payments will be made only within the limits of existing laws and regulations and are subject to the terms and conditions of those laws and regulations.

SECTION IX

Claims & Appeals Procedures

A. Claims and Review Procedure

To obtain Plan benefits, you (or your beneficiary) must file a written application with the Fund Office (sent to the attention of the Director of Fund Administration). You will be notified of the acceptance or denial of your claim for benefits within 90 days from the date your claim is filed. In some cases, your request may take more time to review and an additional processing period of up to 90 days may be required due to circumstances outside of the Plan's control. If this happens, you will be notified in writing before the end of the initial 90-day period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the extension is needed because you did not submit the information necessary to decide your claim, the time period in which your claim must be decided will be tolled from the date the extension notice is sent to you until you supply the necessary information.

If your claim is denied in whole or in part, you will be notified in writing of the reason(s) for the denial and the specific references to Plan provisions on which the denial is based. This notice also will explain any additional information needed to perfect the claim and the reason(s) why such information is necessary, together with an explanation of the Plan's appeal procedure and the time limits applicable to those procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA upon an adverse decision on appeal.

B. Appeal Procedure

If your claim has been denied, you can:

- request, in writing, within 60 days of receipt of the claim denial notice, a review of your claim by the Trustees,
- review all documents relating to the denial (upon reasonable notice) and request that the Plan provide you, free of charge, copies of all documents, records or other information relevant to your claim, and
- submit all issues and comments in writing.

The Trustees (or a committee designated by the Trustees which will not be the persons who initially denied your claim or subordinates to such persons) will make a decision at their next regularly scheduled meeting if your request for review is filed with the Trustees at least 30 days before such meeting. If your request is filed less than 30 days before the next regularly scheduled meeting, the Trustees will make a decision at the second regularly scheduled meeting following their receipt of your request for review. If special circumstances require an extension of time for making a decision on your request for review, the Trustees will make a decision at the third meeting following their receipt of your request for review. You will be notified prior to the beginning of the extension period if there is a need for such an extension of

time, of the special circumstances that exist and when the Trustees expect to render a decision. If the extension is needed because you did not submit the information necessary to decide your claim, the time period in which your claim must be decided will be tolled from the date the extension notice is sent to you until you supply the necessary information.

The Trustees will consider your appeal and give you its decision after reviewing all necessary and relevant evidence. The Trustees will give you a full and fair review of the decision denying your application (known as an “adverse benefit decision”), based upon all comments, documents, records and other information that you submit, without regard to whether that information was submitted or considered in connection with the initial benefit determination.

If your claim is denied on appeal, in whole or in part, the Trustees will furnish a written notice of denial to you that includes the following information:

- the specific reason or reasons for the denial, written in a way that is readily understandable,
- a reference to the specific Plan provisions on which the denial is based,
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, and
- a statement describing your rights to obtain additional information about the Plan’s appeal process and your right to bring a civil action under Section 502(a) of ERISA upon the adverse decision on appeal.

You will be notified of the decision of the Trustees (or their committee) no later than 5 days after the decision is made.

C. Rules Applicable to All Claims and Appeals

The decision of the Trustees (or their committee) concerning an appeal shall be final and binding on all parties. A claimant must exhaust these claims and appeals procedures before he or she may bring a legal action seeking payment of benefits under the Plan. Under no circumstances may any legal action be commenced or maintained against the Plan, the Fund, the Trustees, or any Contributing Employer or representative of the Plan or Fund more than one year following the earlier of: (i) the date that the one-year period of limitations would commence under applicable law, (ii) the date upon which the claimant knew or should have known that the claimant did not receive an amount due under the Plan, or (iii) the date on which the claimant fully exhausted the Plan’s administrative remedies.. Any legal or equitable action for benefits under the Plan must be brought in the United States District Court for the Southern District of New York.

If you have any questions about the claims or appeals process, please contact the Fund Office.

SECTION X

Other Important Information and Rules

A. Taxation of Benefits

Benefits payable from the Plan are considered taxable income. Therefore, an automatic 20% withholding tax applies to lump sum distributions and installment payments made over less than 10 years. This withholding tax applies to you and your surviving spouse. If you are under age 59-1/2 when you receive your distribution, you may also be subject to an IRS tax penalty of 10% of the amount of the distribution.

You, your surviving spouse or a former spouse who is the alternate payee under a Qualified Domestic Relations Order (defined in Restriction on Transfer of Benefits below) can avoid the automatic withholding tax and tax penalty on the distribution if the Fund Office is instructed to pay the benefit as a direct rollover to another employer's qualified retirement plan or to a tax-deferred Individual Retirement Account. Additionally, distributions from the Plan of a deceased participant 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 Fund Office will provide you with additional information concerning taxes when you are eligible to receive a distribution, but it's a good idea to consult your own tax advisor before electing to receive any distribution from the Plan.

B. Benefit Limitations

There are certain limitations established by the Internal Revenue Service that apply to the employer contributions made on your behalf to the Plan. In the unlikely event that your benefit exceeds these limitations, you will be notified.

C. Restriction on Transfer of Benefits

Your Plan benefits cannot be assigned, transferred or sold for any reason except as provided by law.

In the event of a "qualified domestic relations order" (a "QDRO"), however, Plan benefits may be payable to someone other than you or your designated beneficiary. A qualified domestic relations order requires distribution of a portion of your benefits under the Plan to provide child support, alimony or marital property rights to a spouse, former spouse, child or other dependent, according to a state domestic relations law. A copy of the Plan's rules for determining whether an order is a QDRO is available free of charge upon request or for review at the Fund Office.

D. Recovery of Overpayments

If you or any other person receives a payment from the Plan of more than you are entitled to, the Trustees can recover the amount of the overpayment plus interest and costs. In order to recover the overpayment, the Trustees may reduce the future benefit payments of the person who received the overpayment, reduce the future benefit payments of any beneficiary, and initiate legal action against the person who received the overpayment, or the estate of such person.

E. Keeping Your Plan Records Current

In order for you to receive the benefits to which you are entitled under the Plan, you should keep your Plan records up to date.

Please notify the Fund Office immediately if you:

- have a change of address
- have a change in marital status, or
- wish to change your beneficiary.

**Annuity Fund of Local No. One, IATSE
320 West 46th Street, 6th Floor
New York, NY 10036
(212) 247-5225
FundOffice@FundOneIATSE.com**

Changes to your address may also be made directly on the Fund Office web site at **www.FundOneIATSE.com**. You must register to use the site using a PIN which was mailed to you. If you need to request a new PIN or have any difficulties accessing the secure section of the site, please contact the Fund Office.

SECTION XI

Your Rights Under the Employee Retirement Income Security Act (ERISA)

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

A. Receive Information About the Plan and Your Benefits

ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work locations and union halls, all Plan documents including Plan descriptions, insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all Plan documents and other Plan information including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement free of charge telling you whether you have a right to receive a benefit at normal retirement (age 60) and if so what your benefits would be at normal retirement if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the administration of your benefit plan. The people who administer your plan are called "fiduciaries." Fiduciaries of the Plan have a duty to administer the Plan prudently and in the interest of you and other Plan participants and beneficiaries.

No one - including your Contributing Employer, your Union or any other person - may fire you or in any way discriminate against you to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

C. Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that the 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 the court decides in your favor, it may order the person you have sued to pay these costs and fees. If the court decides against you, it may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with your Questions

If you have any questions about your Plan, you should contact the Board of Trustees (your Plan Administrator):

**Board of Trustees
Annuity Fund of Local No. One, I.A.T.S.E.
320 West 46th Street
New York, NY 10036**

You also may call the Fund Office at
(212) 247-5225.

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 which can also be found at the Employee Benefits Security Administration website at http://www.dol.gov/ebsa/aboutebsa/org_chart.html) or the Division

of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You can call the Employee Benefits Security Administration at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may obtain additional information at the Department of Labor's website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*What You Should Know About Your Retirement Plan.*"

E. Administrative Information

The Fund Office should be able to handle most of your questions about the Plan. However, if it ever becomes necessary to contact the U.S. Department of Labor, you will need the following identifying information.

Official Name of the Plan

Annuity Fund of Local No. One, I.A.T.S.E.

Plan Sponsor and Administrator

Board of Trustees

Annuity Fund of Local No. One, I.A.T.S.E.

320 West 46th Street

New York, NY 10036

(212) 247-5225

Employer Identification Number (EIN)

13-3022965

Plan Number

001

Type of Plan

Defined contribution profit-sharing retirement plan, pursuant to Section 401(a) of the Internal Revenue Code. Because the plan is a defined contribution plan, the benefits provided hereunder are not guaranteed by the Federal Pension Benefit Guaranty Corporation.

Agent for Service of Legal Process

Board of Trustees

Annuity Fund of Local No. One, I.A.T.S.E.

320 West 46th Street

New York, NY 10036

(212) 247-5225

Attention: Director of Fund Administration

Plan Year

January 1 - December 31

Plan Funding

The benefits under the Plan are held in a trust fund that is held by the Board of Trustees for the benefit of Plan participants and beneficiaries.