

**AGMA  
RETIREMENT  
PLAN**

**SUMMARY  
PLAN**

**March 15, 2021**

## AGMA RETIREMENT PLAN

AGMA Retirement Plan – Fund Office  
1430 Broadway, Suite 1203  
New York, NY 10018  
(212) 765-3664  
info@agmafunds.org

### Board of Trustees

Updated March 15, 2021

#### Union Trustees

Mr. John Coleman  
1<sup>st</sup> Vice President  
American Guild of Musical Artists  
P.O. Box 908  
New York, NY 10108

Mr. Leonard Egert  
National Executive Director  
American Guild of Musical Artists  
P.O. Box 908  
New York, NY 10108

Ms. Candace Itow  
Membership Department Supervisor  
American Guild of Musical Artists  
P.O. Box 908  
New York, NY 10108

Ms. Jean Braham Myers  
American Guild of Musical Artists  
P.O. Box 908  
New York, NY 10108

Mr. James Odom  
Midwest Business Representative  
American Guild of Musical Artists  
P.O. Box 908  
New York, NY 10108

Mr. John F. Ward  
Midwest Counsel  
American Guild of Musical Artists  
120 N. LaSalle Street, Suite 2600  
Chicago, IL 60602

#### Employer Trustees

Ms. Debra Bernard  
General Manager  
San Francisco Ballet  
455 Franklin Street  
San Francisco, CA 94102

Mr. Nicholas I. Martin  
AGMA Health Fund  
1430 Broadway Ste 1203  
New York, NY 10018

Mr. Brooks Parsons  
Senior Director of Operations  
New York City Ballet  
20 Lincoln Center Plaza  
New York, NY 10023

Mr. Matthew Shilvock  
General Director  
San Francisco Opera Association  
301 Van Ness Avenue  
San Francisco, CA 94102

Mr. Mark Weinstein  
President and CEO  
Brevard Music Center  
P.O. Box 312  
Brevard, NC 28712

Ms. Cheryl Zane  
Special Advisor  
Houston Ballet Foundation  
601 Preston Street  
Houston, TX 77002

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### **Executive Director**

Mr. Derek J. Davis

### **Legal Counsel**

Spivak Lipton LLP

### **Auditor**

Schultheis & Panettieri LLP

### **Consultants**

Milliman, Inc.

March 15, 2021

Dear Plan Member:

We are pleased to provide you with this booklet summarizing the provisions of the AGMA Retirement Plan (the "Plan"). The AGMA Retirement Plan is a defined contribution plan with individual accounts for each participant.

This booklet describes the main features of the Plan and is called a Summary Plan Description or "Summary." As you look through it, you will learn how you become a participant in the Plan, the forms of benefits available under the Plan and when they are payable.

To make this information as clear as possible, every effort has been made to write this Summary in a plain, straightforward manner. Please read this Summary carefully and show it to your family. It is important for your family to be aware of the benefits available to you under the Plan, including the Plan's survivor protection features.

In translating from technical language to everyday English, we have done our best to explain everything correctly. However, please note that this Summary is not a substitute for the official Plan document and does not change or otherwise alter the terms of the Plan. If there are any discrepancies between this Summary and the Plan document, the language of the Plan is controlling in all cases. We urge you to review the terms of the Plan document (the "Restatement of the Rules and Regulations of the AGMA Retirement Plan") and the amendments thereto, which are included in this booklet for your convenience. Other official Plan documents, such as the trust agreement under which the Plan was established, and applicable collective bargaining agreements are available for your inspection at the Fund office. This Summary reflects the terms of the Plan as amended through March 15, 2021. If you retired or left employment before that date, the terms governing your benefit may differ.

You may direct any questions you may have about your benefits to the Fund Office.

Sincerely,

**BOARD OF TRUSTEES**

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## **INTRODUCTION**

The Plan was established as the result of collective bargaining agreements between certain employers and the American Guild of Musical Artists ("AGMA"). It covers performers employed by an employer that makes contributions to the Plan under a collective bargaining agreement with AGMA or any other agreement with the Trustees. (Each such contributing employer is referred to in this Summary as an "Employer.") The Plan is a defined contribution plan. Upon written request, the Fund Office will provide you with information as to whether a particular Employer is contributing to the Plan on behalf of employees working under an AGMA contract.

The Plan is administered exclusively by the Board of Trustees (the "Trustees"), which consists of an equal number of representatives of AGMA and contributing Employers. The Trustees have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no other individuals, not even Retirement Fund Office employees, have any authority to interpret the Plan (or other applicable documents) or to make any promises to you about it, including any claim for benefits. The Trustees have equal voting rights and serve without compensation.

A separate trust fund has been established for the purpose of holding and investing Employer contributions made to the Plan and paying benefits provided under the Plan. The Plan has been determined to be tax-qualified by the Internal Revenue Service ("IRS").

## **PARTICIPATION AND EMPLOYER CONTRIBUTIONS**

### **Becoming a Participant in the Plan**

You are eligible to participate in the Plan if you are working in a job covered by a collective bargaining agreement between your Employer and AGMA that requires your Employer to make contributions to the Plan on your behalf (i.e., you are working in "covered employment"). If you are not covered by a collective bargaining agreement, you may also be eligible to participate in the Plan if your Employer has an agreement with the Trustees to make contributions to the Plan. You become a participant in the Plan as of the date contributions are first made to the Plan on your behalf by your Employer.

### **Employer Contributions**

For each Plan Year (the period September 1st - August 31st) that the collective bargaining agreement (or other agreement requiring contributions to the Plan) is in effect, your Employer will contribute to the Plan based on the contribution rate specified in the collective bargaining agreement (or such other agreement) applicable to you.

For purposes of the Plan, your "Compensation" means your earned income, wages, salary or fees for services rendered to an Employer, including deferred compensation. The maximum amount of compensation which may be taken into account under the Plan is \$200,000, as adjusted for inflation in accordance with IRS rules (\$290,000 in 2021).

You are not required or permitted to make contributions to the Plan, except to repay any loan or withdrawal that you may have taken based on your status as an individual affected by COVID-19, as described further below.

## **YOUR INDIVIDUAL ACCOUNT**

The Trustees will establish an account in your name (your "Individual Account") once the Plan receives contributions on your behalf. As of the last day of August of each year (the "Valuation Date" established under the Plan), your Individual Account balance as of the prior August 31 will be increased for any contributions received on your behalf and reduced by the amount of any distributions to you during the Plan Year and any loan amount outstanding as of the most recent Valuation Date, adjusted for your share of (1) the investment earnings and gains or losses experienced by the Plan's assets, and (2) the Plan's administrative expenses for the Plan Year ended that August 31. Administrative fees are assessed partially as a flat dollar amount and partially pro rata. As of each August 31, each account is assessed a flat dollar fee (currently \$20) to pay for Plan administrative expenses, and the cost of any remaining expenses (not covered by the flat dollar fee) is assessed pro rata as a percentage of assets.

However, note that in no event may the total amount in all Individual Accounts exceed the total Asset Value of the Plan. If that should ever occur, then all existing Individual Accounts shall automatically be proportionately reduced so that the total of all Individual Accounts is equal to the total Asset Value of the Plan.

As soon as practicable after the end of each Plan Year (August 31st), you will receive a statement from the Trustees reflecting the balance of your Individual Account as of that date.

## **VESTING**

You are 100% vested in your Individual Account balance under the Plan at all times. This means that you have a nonforfeitable right to all Employer contributions made on your behalf, adjusted for earnings and expenses. (The fact that you are 100% vested in your Individual Account balance does not mean, however, that you automatically have the right to receive distributions prior to your retirement or termination of employment.)

## **PLAN BENEFITS**

### **Eligibility for Benefits**

You are eligible to receive benefits from the Plan:

- When your performing career ends; specifically, you can begin to receive your benefits at any time after a period of 6 consecutive months during which no Employer contributions are made or required to be made on your behalf as long as you are not working and have not returned or been engaged to return to work for an Employer that contributes to the Plan;
- When you retire (i.e. cease working for a contributing Employer in any capacity). The early retirement age under this Plan is age 55. The normal retirement age under this Plan is age 59 1/2;
- When you attain age 72 (age 70 1/2 if you turned age 70 1/2 before 2020), regardless of whether or not you have retired; or
- When you become totally and permanently disabled, at any age. You are considered to be totally and permanently disabled if you have made an application for and received approval for Social Security Disability benefits.

### **Benefit Amount**

When you become eligible for your benefits, the benefit amount you will receive will be based on the total of your Individual Account balance (as of the immediately prior Valuation Date), including for this purpose, any Employer contributions made on your behalf since the immediately prior Valuation Date (but reduced for any distributions since the prior Valuation Date).

If you withdraw your entire account on or soon after a Valuation Date, you may need to wait several months before the interest for that year is calculated and paid to you. In addition, if at the time you receive your benefit the Plan's investment return is negative or below the amount necessary to cover expenses, the amount of your account available for withdrawal will be reduced. In that case, the Plan will hold back an estimated amount pending the final valuation for that Plan Year. If the actual reduction is less than the estimate, the Plan will pay you the difference (or credit your Individual Account) as soon as reasonably practicable after the valuation is finalized.

### **Beneficiary Designation**

You must notify the Fund Office, in writing, of the person you would like to designate as your beneficiary. You may change your beneficiary designation at any time before you retire and begin receiving benefit payments. If

you are married, your spouse's written, notarized consent must be provided if you designate a beneficiary other than your spouse, as further explained below. If you are single, you may designate anyone you wish as your beneficiary.

## **FORMS OF BENEFIT PAYMENT**

### **Retirement Benefits**

#### Married Participants

If you are married at the time your benefits are scheduled to begin, your benefits will automatically be distributed in the form of a 50% Joint and Survivor Annuity (or a 75% Annuity if you so elect) unless you elect, with your spouse's consent, an optional form of benefit within the 180-day period ending on the date your benefits are scheduled to begin. This 180-day period is called your Joint and Survivor Annuity election period.

The 50% Joint and Survivor Annuity is an annuity which provides you with equal monthly benefits during your lifetime, and upon your death, continues to provide 50% of your monthly benefit to your surviving spouse. Similarly, the 75% Annuity provides you with a monthly benefit for your lifetime and provides a lifetime benefit equal to 75% of that monthly amount to your surviving spouse. The Trustees shall provide the Joint and Survivor Annuity by purchasing a nontransferable annuity contract in your (and your spouse's) name from an insurance company with 100% of the balance of your Individual Account at the time of such purchase. The monthly payment which will be provided under the Joint and Survivor Annuity is calculated on the basis of your (and your spouse's) life expectancy, prevailing insurance company interest rates for annuities, and your age and your spouse's age at the time of payment. The Fund Office will inform you of the amount of this benefit before you begin receiving benefits.

If you are married at the time your benefits are scheduled to begin and want to reject the Joint and Survivor Annuity and elect an optional form of benefit under the Plan, you must first obtain your spouse's consent. The consent must acknowledge a specific beneficiary and form of benefits. This must be done during the Joint and Survivor Annuity election period. The consent must be in writing and it must be witnessed by a Plan representative or a notary public. You can revoke an election to waive the Joint and Survivor Annuity at any time during your Joint and Survivor Annuity election period. Revocation must also be in writing. However, any subsequent election to waive the Joint and Survivor Annuity will again require your spouse's consent. You may change your beneficiary subsequently without your spouse's consent if your spouse's initial consent acknowledged his or her right to limit consent to a specific beneficiary and your spouse voluntarily relinquished that right. Any consent by a spouse is effective only with respect to that particular spouse. The Fund Office will provide each participant with a detailed written explanation of the Joint and Survivor Annuity between 30 to 180 days before your Plan distribution is scheduled to begin.

## Single Participants

If you are not married at the time your benefits are scheduled to begin, your benefits will automatically be distributed in the form of a life annuity unless you notify the Trustees of your choice of a different form of benefit within the 180-day period before the date your Plan distribution is scheduled to begin. A life annuity provides you with equal monthly benefits during your lifetime. The Trustees shall provide this benefit by purchasing a nontransferable annuity contract in your name from an insurance company with 100% of the balance of your Individual Account at the time of such purchase. The monthly payment which will be provided is calculated on the basis of your life expectancy, prevailing insurance company interest rates for annuities, and your age at the time of payment. The Fund Office will inform you of the amount of this benefit before you begin receiving benefits.

### **Optional Forms of Benefit Payment**

In lieu of the automatic form of benefit described above, you may elect one of the following optional forms of benefit payment (subject to certain limitations); provided that if you are married at the time your benefits are scheduled to begin, your spouse must consent to your election as described above:

- (1) Payment of your entire Individual Account balance in a lump sum;
- (2) Payment of your Individual Account balance in equal monthly installments over a period of 60 months;
- (3) Payment of your Individual Account balance in equal monthly installments over a period of 120 months;  
or
- (4) If you are married, the single life annuity available to single employees.

If you elect to receive installment payments of your Individual Account balance for either the 60 month or the 120 month period and die before receiving all such payments, any remaining monthly payments will be payable to your designated beneficiary. .

If you elect either option (1) or (2) above, your payment/s are eligible rollover distributions. If not rolled over to another qualified retirement plan, or to an IRA, your payment/s are subject to 20% mandatory federal income tax withholding.

Please note that, if your Individual Account balance is \$1,000 or less at the time of payment, the Trustees will automatically pay it in one lump sum to you without additional consent. If your Account Balance exceeds \$1,000 but is not more than \$5,000, you may elect payment in a lump sum without further consent.

### **PRE-RETIREMENT SURVIVOR'S BENEFITS**

If you die before you begin receiving any benefits from the Plan, your beneficiary shall be entitled to a pre-retirement survivor benefit. The type of benefit he or she may receive depends on whether you are married or single.

### **Married Participants**

If you have been married for at least twelve months and die before your benefits under the Plan commence,

your benefits will automatically be paid to your surviving spouse in the form of a Pre-retirement Joint and Survivor Annuity, unless you elect, with your spouse's consent, to waive the Pre-retirement Joint and Survivor Annuity within the applicable election period. The applicable election period begins on the first day of the Plan Year in which you reach age 35 and ends on the date you die. If you stop working for the Employer before you reach age 35, the applicable election period begins on the date you separate from the service of the Employer. The Plan recognizes same-sex spouses as "spouses" for all purposes under the Plan.

A Pre-retirement Joint and Survivor Annuity is an annuity that provides your spouse with equal monthly benefits upon your death over his or her lifetime. The Trustees shall provide this benefit by purchasing a nontransferable annuity contract in your spouse's name from an insurance company with 100% of the balance of your Account at the time of such purchase. The monthly payment which will be provided under the Pre-retirement Joint and Survivor Annuity is calculated on the basis of your spouse's life expectancy, prevailing insurance company interest rates for annuities and your spouse's age at the time of payment.

The Pre-retirement Joint and Survivor Annuity will begin for your spouse as soon as practicable after your death, provided, however that your surviving spouse may elect to postpone payment of this benefit to any time on or before the later of the December 31st of the calendar year in which you would have reached age 72 (age 70 ½ for those who reached age 70 ½ before 2020), or December 31st of the calendar year following the year of your death. Your spouse may reject this payment form and elect to have your Individual Account balance paid in the form of:

- (1) a lump sum;
- (2) equal monthly installments over a period of 60 months; or
- (3) equal monthly installments over a period of 120 months.

If your spouse elects either option (1) or (2) above, the payment/s are eligible rollover distributions. If not rolled over to another qualified plan or to an IRA, the payment/s are subject to 20% mandatory federal income tax withholding.

If you do not want your spouse to receive the Pre-retirement Joint and Survivor Annuity (either as a life annuity or in any of the forms listed above), you must first obtain your spouse's consent, in accordance with the provisions specified above with respect to the waiver of a Joint and Survivor Annuity.

### **Single Participants**

If you are not married or have not been married for at least twelve months (or if you have been married for at least twelve months and have waived the Pre-retirement Joint and Survivor Annuity, with your spouse's consent) and die before your benefits under the Plan commence, your benefits will automatically be paid to your named beneficiary in the form of a lump sum payment of your entire Individual Account balance as soon as practicable after your death.

If you have not specified a designated beneficiary, or if your designated beneficiary dies before you, your Individual Account balance will be payable to your spouse (if you have been married for fewer than twelve months), to your children (if any) in equal shares or if there are no surviving children, to your estate. If you die

intestate, distribution shall be according to the intestacy laws of the State of New York.

### **COVID-19 WITHDRAWALS AND LOANS**

In addition to the benefits described above, the Plan also permitted participants affected by COVID-19 (“CV”) as defined under applicable law to take withdrawals or loans from their Individual Accounts in 2020. Please note that such withdrawals and loans were available only during certain periods in 2020, and are no longer available.

An affected participant was permitted to take a CV Withdrawal of up to the lesser of \$100,000 or the participant’s Individual Account balance (less applicable reductions). A CV Withdrawal may be repaid to Fund or another eligible fund within three years, in order to avoid taxation on the withdrawal amount.

An affected participant was permitted to take a CV Loan of up to the lesser of \$100,000 or 50% of the participant’s Individual Account balance (less applicable reductions). CV Loans must be repaid within a 5-year period, and are subject to other terms. If you took a CV Loan, please consult the promissory note that you executed to obtain the loan for the terms that apply to your loan.

If you have further questions concerning the CV Withdrawal and Loan benefits, please contact the Fund Office.

### **APPLYING FOR BENEFITS**

In most cases, you (or your beneficiary) must apply for benefits. To apply for benefits under the Plan, you have to submit a written application to the Trustees. When you are ready to apply, contact the Fund Office for the necessary application forms. Benefit payments will begin the first day of the month after your application is approved.

If you satisfy the requirements for receiving your Plan benefits, but do not apply for benefits, you will be deemed to have elected to postpone commencement of your benefits. Your Individual Account balance will be adjusted at each Valuation Date until you elect to receive your Individual Account balance, provided that no election may postpone the commencement of payment of your Individual Account balance beyond your Required Beginning Date.

Your Required Beginning Date is the April 1st of the calendar year following the calendar year in which you reach age 72 (age 70 ½ if you turned age 70 ½ prior to 2020), or the calendar year in which you retire, if later. (Except that for 5% owners the Required Beginning Date is the April 1 after the calendar year following the year in which such participant-owner turned 72, or age 70 ½ if the participant-owner turned age 70 ½ prior to 2020). The commencement of payments from your Individual Account shall begin no later than your Required Beginning Date.<sup>1</sup>

If you continue in covered employment beyond your early or normal retirement age, you will continue to be entitled to allocations of Employer contributions. Note, however, that benefits must still commence no later than

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<sup>1</sup> Please note, however, that this requirement was waived by the federal CARES Act that was adopted due to the COVID-19 pandemic. This waiver was adopted by the Board effective September 21, 2020, such that the Fund did not make payments that would otherwise have been required under this rule in 2020 after that effective date, and will not make payments that would have been required to be made on or before April 1, 2021 based on a Required Beginning Date occurring in 2020.

the April 1st of the calendar year following the calendar year in which you attain age 72 (age 70 ½ if you turned age 70 ½ prior to 2020), or the calendar year in which you retire, if later.

## **CLAIMS AND APPEALS PROCEDURES**

A participant, pensioner or beneficiary of a deceased participant or pensioner must file an application for benefits with the Fund Office, to the attention of the Trustees. The submission to the Fund Office of an application for benefits constitutes a benefit claim. An individual who submits a claim is referred to as a Claimant.

### **Denial of Claims**

Within 90 days of receipt of a written claim for benefits, the Trustees or their duly authorized designee must provide a written notice if a claim has been wholly or partially denied. Under special circumstances, an extension of time for up to 90 days may be required. If the extension is needed, written notification will be provided prior to the end of the initial 90-day period of the special circumstances requiring the extension of time and the date when a decision will be made.

If an extension is required because of your failure to provide necessary information, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the additional information.

The notice of denial will provide:

- (1) The specific reason or reasons for the denial;
- (2) Specific references to the Plan provisions upon which the denial is based;
- (3) A description of any additional material and information that would be needed in order for the claim to be determined, and an explanation of why the material or information is needed;
- (4) A description of the Fund's review procedures and the applicable time limits, and
- (5) A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and

### **Right to an Authorized Representative**

You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. You must, however, notify the Fund Office in advance in writing of the name, address, and phone number of the authorized representative.

### **Review of Documents**

Upon request and free of charge, you or your duly authorized representative will be allowed to review relevant

documents and submit issues and comments to the Fund Office in writing. A document, record or other information is “relevant” and is required to be made available to you only if it:

- was relied upon by the Fund Office in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination;
- demonstrates compliance with the Plan’s administrative processes and safeguards required under federal law.

### **Right to Appeal**

Within 60 days after receiving a notice of denial, you or your authorized representative may petition the Board of Trustees for review of the denial. A petition for review must be in writing and must state, in clear and concise terms, the reason or reasons for disputing the denial, and be accompanied by any pertinent or relevant document or material not already furnished to the Fund and shall be filed by the you or your duly authorized representative with the Fund Office within 60 days after you receive notice of the initial denial. The Board of Trustees or the committee appointed by the Board of Trustees will review all petitions.

### **Review of Appeal**

The Board of Trustees or the committee appointed by the Board of Trustees will make their decision on review of the appeal no later than the next regularly scheduled meeting of the Board that immediately follows their receipt of the appeal. If the appeal of the denied claim is received within 30 days before the date of the next regularly scheduled Board meeting, the decision may be made no later than the date of the second meeting following their receipt of the appeal. If special circumstances require an extension of time, written notification will be provided of such extension and the Board of Trustees will make their decision at the following meeting but in no case later than the third regularly scheduled meeting. Written notice of the decision will be provided as soon as possible but no later than five days after a final decision is made.

Notice of an adverse decision will include specific reasons for the decision, and will cite the Plan provisions on which the decision is based. The notice will also include a statement indicating that you or your authorized representative is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits and a statement explaining your right to bring a civil lawsuit under ERISA following an adverse benefit determination upon your appeal.

If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board’s ruling.

## **OTHER IMPORTANT INFORMATION**

### **Social Security Benefits**

In addition to Plan benefits, Social Security provides you with another source of retirement income which can begin as early as age 62. During your career, both you and your Employer contribute to the cost of providing

Social Security benefits. Because these benefits are an important financial resource during retirement, you should contact your local Social Security Administration office within the three months before you plan to retire.

### **Tax Treatment of Plan Distributions**

Generally, distributions you receive from the Plan will be subject to federal income taxes. However, if you receive your benefit in either a lump sum or over a period of 60 months, you may defer the taxes by rolling over part or all of your distribution into another qualified plan or rollover Individual Retirement Account ("IRA"). Taxes due on the amount rolled over are deferred until you begin withdrawing funds.

This Plan is considered a "qualified plan" by the IRS. "Direct rollovers" are distributions which are paid from a qualified plan and are directly rolled over into another qualified plan or traditional IRA. You can choose to directly roll over all or a portion of the value of your account. You will be provided with forms and instructions to assist you at the appropriate time.

Important Note: Neither the Trustees nor the Executive Director (or any staff thereof) are qualified to provide you with advice as to the legal and/or tax ramifications of distributions under the Plan. You are urged to consult with a qualified tax advisor or financial planner in order to fully understand the consequences of any Plan distribution and how it may affect your situation.

### **Non-Assignment of Benefits**

Benefits cannot be assigned, sold, transferred, mortgaged or pledged to anyone or used as a security for a loan, except that a portion of a participant's benefits may be used as security for a loan taken by the participant based on the participant's status as an individual affected by the COVID-19 pandemic, as described above. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. There is an exception to this rule, however, in the case of "qualified domestic relations orders" ("QDROs"). A QDRO is a court order or judgment directing the Plan to pay all or a portion of your Plan benefits to a spouse, former spouse, child, or other dependent for the purpose of providing child support, alimony or marital property rights, among other things. A QDRO may require immediate payment of benefits to an alternate payee, regardless of the participant's age or retirement status. The Plan will recognize and make immediate payment in accordance with such a QDRO. The Fund has written procedures as to how orders are reviewed to determine if they are QDROs. For a free copy of the Fund's QDRO procedures, please make a written request to the Executive Director.

### **Incapacity**

If it is determined that you, your spouse, dependent child, or beneficiary, have a mental or physical incapacity and become unable to care for your financial affairs, the Trustees will have your benefit payments redirected to your legal guardian, representative or committee. If there is none, any benefits which are due may be used to provide for your welfare in a manner determined by the Trustees or as otherwise provided under the Plan.

## **PLAN CANCELLATION OR TERMINATION**

The Trustees expect to continue the AGMA Retirement Plan indefinitely, but reserve the right to amend, modify, or terminate the Plan, in their sole and absolute discretion, at any time. If the Plan is terminated, you will automatically have a vested, nonforfeitable right to the accrued benefits you have earned, after providing for the

expenses of the Plan. The amount of your benefit, if any, will depend on Plan assets and the terms of the Plan.

If the Plan does terminate, the assets will be disbursed in the following order:

-First, Plan expenses would be paid.

-Second, any Individual Accounts approved for payment prior to the specified termination date would be paid.

-Third, any remaining assets would be distributed among Plan participants. Each participant would receive a portion of the remaining assets equal to the ratio his or her Individual Account had to the total of all Individual Accounts.

No part of the remaining assets will be returned to any Employer or AGMA. If a participant has not submitted an application for payment of his or her Individual Account, the participant's Individual Account will be forfeited if he or she fails to respond within six months after being sent a notice by registered mail to the participant's last known address. That Individual Account will be redistributed on a pro-rata basis among participants to whom payment has or can be made.

Special rules will apply if the value of the assets on the date of termination is less than the total of all Individual Accounts plus expenses.

Important Note: Because this is a Defined Contribution Plan, this Plan is not required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to pay premiums to the Pension Benefit Guaranty Corporation ("PBGC").

### **ADMINISTRATIVE INFORMATION**

Plan Name: The AGMA Retirement Plan

Employer Identification Number: 13-3826401

Plan Number: 001

Fiscal Year End: August 31st

Plan Year: September 1 - August 31

The following additional information concerning your Plan is being provided to you in accordance with government regulations:

The Plan is a defined contribution profit sharing plan. A joint Board of Trustees, consisting of 6 Employer representatives and 6 AGMA representatives is the "Plan Administrator" (as contemplated by ERISA). The Board of Trustees has been designated as the agent for the service of legal process. Service of legal process may be made upon the Executive Director at the Fund Office address:

AGMA Retirement Plan  
1430 Broadway, Suite 1203

New York, NY 10018

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with AGMA or other written agreements with the Trustees. The Fund Office will provide you, upon written request, with information as to whether a particular Employer is contributing to this Plan on behalf of employees working under the collective bargaining agreement and the applicable contribution percentage. The Fund will also provide you, upon written request, a complete list of the employers and employee organizations sponsoring the Plan, or make it available for examination.

Benefits are provided from the Plan's assets, which are accumulated under the provisions of the collective bargaining agreement or written agreements with the Trustees and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Plan's assets are held in custody by JP Morgan Chase Bank and invested by JP Morgan Investment Management, Inc.

The Plan shall be administered and operated by the Plan Administrator, in its sole and absolute discretion. The Plan Administrator, and any duly authorized delegate thereof, shall have the complete authority to administer, apply and interpret the Plan (and any related documents) and to decide all matters arising in connection with the operation or administration of the Plan. All determinations made by the Plan Administrator with respect to any matter arising under the Plan (and any other Plan document) shall be final and binding on all parties.

### **YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)**

As a Plan participant, you are entitled to certain rights and protections under the Employment retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Fund Office, and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and 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 documents governing the operation of the Plan, including insurance contracts and 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 telling you whether you have a right to receive a pension at normal retirement age (age 59-1/2) and, if so, what your benefits would be at normal retirement age if you stop working under

the Plan now. 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 the employee benefits plan. The people who operate your Plan are called “fiduciaries” of the Plan, and 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 an annuity 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 certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the 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 up to a \$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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue 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, 1-866-444-EBSA (3272).

# **PLAN DOCUMENT AND AMENDMENTS**