

INTRODUCTION

This booklet is the summary plan description (SPD) of your IATSE 38 and 812 Pension Plan. It describes in plain language your Pension Plan, which is a by-product of collective bargaining. Through this process, the bargaining parties have agreed that you, who've given years of your life to this work, are entitled to retire with a pension that provides you and your family with a reliable and steady source of income.

Please read this SPD. It'll help you understand your Pension Plan. And, it'll bring you and your family comfort, peace of mind, and prepare you for retirement. Contact the Plan Manager, if you have questions. The Plan Manager's name, address and telephone number are in the back of this SPD.

Sincerely,

**BOARD OF TRUSTEES
IATSE LOCAL 38 AND 812 PENSION PLAN**

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QUESTIONS AND ANSWERS ABOUT THE PLAN

SECTION A - THE PLAN AND HOW IT WORKS

1. What Is The IATSE Local 38 And Local 812 Pension Plan?

Answer: The Plan is a formal arrangement between contributing Employers and Locals 38 and 812 in which money, in the form of Employer contributions, is set aside to provide you with income upon retirement, death or disability, if you meet the Plan's eligibility rules.

2. Why Have A Pension Plan?

Answer: This Plan provides you with retirement income to supplement your Social Security benefits and other pension benefits to which you may be entitled. It also provides financial assistance to you and your family if you become disabled or die before retirement, provided you are eligible for the Plan benefits.

3. Who Contributes To The Plan?

Answer: Employers, who have signed collective bargaining agreements with Locals 38 and 812, contribute to the Plan on your behalf. These agreements establish the amount of money which Employers must contribute on your behalf. You do *not* contribute to the Plan yourself.

4. When Did The Plan Start?

Answer: The Plan began on January 1, 1989.

5. What Is The Plan Year?

Answer: The Plan Year runs from July 1st through June 30th of the following year, except that the first Plan Year ran from January 1, 1989 through June 30, 1990.

6. Who Administers Or Manages The Pension Plan?

Answer: Your Pension Plan is managed or administered by six (6) Trustees: three (3) Union-appointed and three (3) Employer-appointed.

7. How Is The Plan Administered?

Answer: The Trustees administer it exclusively in the best interests of all Plan Participants and their beneficiaries. As part of their administrative duties, the Trustees

interpret the Plan documents, make the rules which determine how the Plan operates, and make the decisions on pension applications.

8. Does Anyone Assist The Plan Trustees?

Answer: Yes. The Trustees hire professionals to help them administer the Plan. Many of the day-to-day functions, such as maintaining records and processing pension applications, are handled by a third-party professional administrative manager (TPA). The Trustees have also hired an independent auditor, an attorney, an investment consultant and investment managers. The Trustees are required, under federal law, to have an annual independent audit performed and to file annual reports with the federal government.

SECTION B - PARTICIPATION IN THE PLAN

1. Who Is A Plan Participant?

Answer: A Plan Participant is an employee or former employee who is or may become eligible to receive a Plan benefit or whose beneficiaries may be eligible to receive a Plan benefit.

2. How Do I Become A Plan Participant?

Answer: When and how you become a Participant depends on how many hours you've worked in any consecutive 12-months period and when:

- 1) *Between January 1, 1989 and July 1, 1990:* You became a Participant on July 1, 1990, if you worked at least 600 hours for which Employer contributions were required;
- 2) *After July 1, 1990 but before July 1, 1997:* You became a Participant on January 1 or July 1, whichever comes first, after you had worked at least 600 hours for which Employer contributions were required in any consecutive twelve (12) month period;
- 3) *After July 1, 1997:* You become a Participant on January 1 or July 1, whichever comes first, after you've worked at least 800 hours for which Employer contributions are required in any consecutive twelve (12) month period.

The twelve (12) months period referred to in Sections 2 and 3 above begins on the date you actually begin working as a stagehand. But, if you don't work the required hours during the following first twelve (12) months, the Plan will "roll" your starting date forward -- month-by-month -- each month until you worked the required hours in a consecutive twelve (12) months period (see Example 2 below).

Below are some examples of how you become a Participant:

Example 1 - You Become A Participant After Working The Required Hours In Twelve (12) Consecutive Months After Your Start Date.

You begin working on February 1, 2000. By January 31, 2001 (12 consecutive months later), you have worked 800 hours for which Employer contributions are required. You become a Participant on July 1, 2001.

Example 2 - You Become A Participant After Your Starting Date Is "Rolled" Forward And You've Worked The Required Hours.

You actually start working on February 1, 2000. But on January 31, 2001 (12 consecutive months later), you haven't worked the necessary 800 hours to become a Participant. The Plan will "roll" your "starting" date forward to March 1, 2000 and review the hours you worked during the twelve (12) consecutive months between March 1, 2000 and February 28, 2001 (instead of February 1, 2000 and January 31, 2001). If you've worked 800 hours between *March 1, 2000* and February 28, 2001 (12 consecutive months) for which Employer contributions are required, you'll become a Participant on July 1, 2001.

The Plan will continue to "roll" your "starting" date forward until you've earned the required hours in a consecutive twelve (12) month period to become a Plan Participant.

Once you become a Participant, you remain a Participant until you either quit working as a stagehand (see Section E-7 below), retire, become disabled, die, or suffer a permanent Break-in-Service (see Section C-4 below).

SECTION C - YOUR ACCOUNT AND HOW YOU BECOME VESTED

1. What Is My Account?

Answer: The Employer contributions made on your behalf are held in an "Account" in your name.

2. What Are "Credited Contributions"?

Answer: "Credited Contributions" are Employer contributions that are allocated or credited to your Account. There are three (3) ways Employer contributions become "Credited Contributions" depending on your status:

- 1) **Before you become a Participant:** contributions made on your behalf *before* you become a Participant are "Credited Contributions" and credited to your Account *if* such contributions are for hours that are used to qualify you as a Plan Participant. So, if you work 800 hours in a twelve (12) -month period, all 800 hours will be "Credited Contributions."

In other words, any contributions made on your behalf *before* you become a Participant and that are not used to qualify you as a Participant are not “Credited Contributions.”

- 2) **Once you become a Participant but *before* you vest:** once you become a Participant but *before* you vest (see Section C-5 below), any contributions made on your behalf are “Credited Contributions” and added to your Account so long as they are for the hours you worked *before* you suffer a permanent Break-in-Service (see Section C-4 below for definition of “permanent Break-in-Service”).
- 3) **Once you vest:** *any and all* contributions made on your behalf ***after*** you vest are “Credited Contributions” and added to your Account. So, for example, even one (1) hour of contribution, made *after* you vest, is a “Credited Contribution.” These post-vesting “Credited Contributions” cannot be forfeited.

3. What Is A “Break-in-Service”?

Answer: You incur a one (1) year Break-in-Service if you fail to work more than 500 hours of Credited Service in a Plan Year (you must work at least 501 hours of Credited Service in a Plan Year to avoid one (1) year Break-in-Service).

4. What Is A “Permanent” Break-in-Service?

Answer: You suffer *permanent* Break-in-Service if you fail to work as a stagehand for five (5) consecutive Plan Years, or if you work 500 hours or less in a Plan Year for five (5) consecutive years.

5. How Do I “Vest” In My Account?

Answer: To vest, you must work at least 800 hours, for which Employer contributions are required, in each of two (2) Plan Years *before* you suffer a “permanent Break-in-Service.” The two (2) Plan Years need not be consecutive, but the two years must be earned before a “permanent Break-in-Service” occurs. (The vesting requirement *prior* to July 1, 1997 is 600 hours in a Plan Year for two (2) Plan Years to become fully vested.)

There are also other ways to vest. If you reach age 62, become disabled from working as a stagehand or die before you suffer a “permanent Break-in-Service,” you automatically become fully vested in your Account, even if you’ve not otherwise vested. Once you “vest” in your Account, you cannot lose or forfeit your Account.

6. How Are Years And Hours Of Service Determined?

Answer: A “Year of Service” is a Plan Year in which you have 800 or more Hours of Service (prior to July 1, 1997, the requirement was 600 or more hours).

An "Hour of Service" is each hour you are paid **or** are entitled to payment, including non-working hours (*i.e.* vacation, holiday, jury duty, etc.) for which you are paid or are entitled to payment.

7. How Is My Account Determined?

Answer: Generally, your Account consists of the following:

- 1) all credited contributions, past and current, made on your behalf;
- 2) your share of the Plan's investment gains or losses;
- 3) any forfeitures credited to your Account by the Trustees at the end of the current Plan Year; and
- 4) your share of Plan expenses deducted from your Account at the end of the current Plan Year.

8. How Do I Know What My Account Balance Is?

Answer: Each Plan Year that you are a Participant the Trustees will send you an annual statement which shows your Account balance.

(If you don't receive your annual statement, contact the Plan Manager or your Union immediately. It may be that your current address is not on file, your Employer did not report your contributions under your correct Social Security Number, or there may be other problems that need to be corrected.)

9. What Happens To Plan Funds?

Answer: The Trustees have hired investment professionals who invest Plan assets prudently. These Plan assets are then used for the exclusive benefit of you and your beneficiaries.

10. How Are Investment Earnings Paid And Charges Made To My Account?

Answer: At the end of each Plan Year, the Trustees will calculate the income earned on the Fund investments (provided the investments made money) and total the Fund expenses for the year. If the income exceeds the expenses, the Trustees may pay a "Dividend" to your Account.

The Trustees will determine the Dividend using the following formula: First, the Trustees determine the Plan's net earnings by subtracting the total, current Plan Year operational expenses from the total investment earnings for the same Plan Year. (Total Earnings *minus* Plan expenses = Net Earnings.)

Then, the Trustees total up all the individual Accounts. Using this total Account number, the Trustees determine what percentage of all Fund Accounts your individual account

represents. The Trustees use this percentage to determine your Account's share of any investment earnings ("dividend"). The Trustees then credit your Account with its percentage share of the total net earnings.

The Trustees use this identical process to charge individual accounts with the Fund expenses and investment losses, if any.

Should the Plan expenses for a Plan Year exceed the investment income -- which is unlikely -- or should the Plan's investments decrease in value, the Trustees subtract from each Account its percentage share of the difference between the Plan's expenses and investment income for that year.

11. Is There A Limit On The Amount That Can Be Added To My Account Each Year?

Answer: Yes. There are caps on the contributions and pension benefits you can receive. But, these limits are very high. It is unlikely that anyone in the Plan will be affected by these limits.

12. Besides Contributions And Dividends, Is Anything Else Paid To My Account Balance?

Answer: Yes. When a *non-vested* Participant incurs a *permanent Break-in-Service* (see Section C-4 and 5 above), that Participant's Account is forfeited. This forfeited Account generally will be divided among the other Accounts on the last day of the Plan Year based on each Account's percentage share of the total Employer contributions for the Plan Year, determined by the contributions made to each Account for the same Plan Year.

SECTION D - FORFEITURES

1. When Does A Forfeiture Occur?

Answer: For *non-vested* Participant, a forfeiture date occurs on the last day of permanent Break-in-Service (failure to work as a stagehand for five (5) consecutive Plan Years or failure to work more than 500 hours in a Plan Year for five (5) consecutive Plan Years – see Section C-4 above). On this date, you are viewed as having permanently stopped working as a stagehand. You will not forfeit your Account if you come back to work as a stagehand under Local 38 or 812 agreements before a forfeiture date occurs and work at least 800 hours in a Plan Year (or 600 hours before July 1, 1997).

If you are *non-vested* Participant, you cease to be a Participant on the forfeiture date and you forfeit your entire Account. But remember: forfeiture occurs only if you are **not** vested.

2. What Happens To Your Forfeited Account?

Answer: Forfeited accounts are allocated among the Plan's remaining Participants on a pro rata basis in the ratio that Employer contributions made on behalf of each Participant for that Plan Year bears to the total Employer contributions made on behalf of all Participants for that Plan Year.

SECTION E - WHEN BENEFITS ARE PAID

1. How Do I Qualify For Benefits?

Answer: You're eligible for benefits if you retire early at age 58 or at the normal retirement age of 62, if you retire for disability, or if you permanently quit working as a stagehand after you meet the vesting requirements.

2. How Can I Retire Early?

Answer: You can retire early if you are age 58 or older and have five (5) Plan Years of service.

3. How Can I Retire At Normal Retirement Age?

Answer: The normal retirement age is 62. You're eligible to retire and collect your pension after turning age 62 whether or not you're vested.

4. What If I Become Disabled?

Answer: If you become totally and permanently disabled from working as a stagehand, you're entitled to receive your Account balance at the end of the previous Plan Year, plus any contributions made for you in the current Plan Year. This is true even if you are not otherwise vested in your Account.

But, before you can collect a disability Pension, you must prove to the Trustees that you are totally and permanently disabled from working as a stagehand. You can do this by presenting sufficient medical evidence of your disability to the Trustees. The Trustees then decide whether your medical evidence establishes disability. They may demand that you be examined by a Fund physician.

5. What Happens If I Die Before I Begin Collecting My Pension?

Answer: If you're unmarried when you die, your designated beneficiary is entitled to receive your Account balance in a single lump sum cash payment.

If you've been married for at least one (1) year when you die, your surviving spouse is your sole beneficiary, unless you have designated, *with your spouse's written consent*, a beneficiary other than a spouse.

Your surviving spouse will receive your pension benefit in a monthly payment (an annuity) *unless* he or she elects a single lump sum cash payment.

Your beneficiary, or someone acting for your beneficiary, must apply in order to receive your Account balance after your death (it is not automatic). Application forms are available at the Plan Manager's office.

6. What Happens If I Am Retired, Collecting A Monthly Pension, And Die?

Answer. If you are unmarried, collecting a monthly pension and die, no further benefits are paid to anyone.

If you have been married for at least one (1) year when you die, half of your monthly pension is payable to your surviving spouse for the rest of your spouse's life, unless you have designated, with your spouse's consent, no survivorship benefits for your surviving spouse.

7. What If I Quit Working As A Stagehand?

Answer. If no contributions are made on your behalf for two (2) consecutive Plan Years, you are deemed to have quit working as a stagehand. Beginning on July 1, 2007, you are also considered to have terminated your employment as a stagehand if you are a "Qualified Reservist" who is called to active duty for at least 180 days, including indefinite call or recall to active duty.

There are some exceptions to this rule. Your employment will be deemed to continue for purposes of this Plan if contributions stop because:

- 1) you are employed by the International Union or Local Union or an affiliate; or
- 2) you or an immediate family member has certain health problems and, on the advice of a qualified physician, you are required to leave the Union's jurisdiction and you provide written notice to the Trustees of this situation *before* you leave the Union's jurisdiction; or
- 3) you were eligible to retire for age (age 62) before you quit working as a stagehand but did not retire; or
- 4) you entered military service; or
- 5) you are on qualified Family and Medical Leave Act leave.

If you are a vested Participant, you can apply to receive your Account balance after not working as a stagehand for two (2) Plan Years. Effective May 1, 2005, if you retire at or after age 62 but later return to work as a stagehand, you can reapply for a Plan benefit if no Employer contributions are made on your behalf for six (6) months.

If you were a vested Participant before you quit working as a stagehand for two (2) Plan Years and you return to work as a stagehand, any new Employer contributions made on your behalf upon your return to the trade will be added to your Account so long as you did not already apply for and received your Account balance.

SECTION F - HOW BENEFITS ARE PAID

1. In What Form Will I Receive My Benefits?

Answer: You can receive your pension benefit in several different ways. They are listed below.

A. Account Balance of \$5,000 or Less.

If your Account balance is \$5,000 or less, your benefit will automatically be paid in a single lump sum cash payment regardless of your marital status or the length of your marriage.

B. Account Balance of More Than \$5,000.

If you have been married for at least one (1) year and your Account balance is more than \$5,000, the Plan will purchase an annuity from an insurance company that will pay you monthly benefits in a 50% Qualified Joint and Survivor form (based on you and your spouse's life expectancies), ***unless you and your spouse elect to receive your pension benefits in a single lump sum cash payment.***

If you are unmarried or you've been married for less than one (1) year when your pension benefits become payable, the Plan will purchase an annuity from an insurance company that will pay you monthly benefits based only on your life expectancy. Or, you could elect to collect your benefits in a single lump sum cash payment. You could also elect an annuity from an insurance company that will pay you a monthly benefit in a 50% Qualified Joint and Survivor form (based on you and your spouse's life expectancies).

2. What Is A 50% Qualified Joint And Survivor Benefit?

Answer: Simply stated, it's a benefit form that provides pension benefits for your spouse after your death. Under the 50% Qualified Joint and Survivor annuity, the Plan will automatically pay your surviving spouse 50% of your monthly pension benefit each month after your death for the rest of his/her life.

If you have been married for at least one (1) year before you start collecting your pension, federal law and your Plan requires that all pension benefits be paid as a 50% Qualified Joint and Survivor annuity ***unless you and your spouse elect to receive your pension in one of the other available forms.***

If your spouse dies before you, while you're collecting your monthly 50% Joint and Survivor Benefit, you will continue to receive the same monthly benefits for the rest of your life. If both you and your spouse die after you start collecting your monthly 50% Joint and Survivor Benefit, no further benefits are paid to anyone.

3. How Do I Elect A Single Lump Sum Cash Payment Instead Of A 50% Qualified Joint and Survivor Benefit?

Answer: If you have been married for at least one (1) year when your pension benefits start and you wish to receive your benefits in a single lump sum cash payment, your spouse **must** consent and sign a waiver of his/her right to receive his/her benefits in a Qualified 50% Joint and Survivor form. This waiver must be notarized. Waiver forms are available at the Plan Manager's office. The waiver generally must be signed no earlier than thirty (30) days before your monthly benefit payments are to start unless you waive your rights to at least thirty (30) days notice.

If you are unmarried, or have been married for less than one (1) year when your monthly benefit payments start, you must complete a special application form to get the single lump sum payment. You do not need your spouse's notarized waiver consenting to the lump sum payment. Application forms are available at the Plan Manager's office.

4. If I Am Married For Less Than One (1) Year, Can I Still Elect The Qualified 50% Joint And Survivor Benefit Form?

Answer: Yes.

5. What Happens If I Return To Work As A Stagehand After Receiving A Plan Distribution Before I Reach Age 62?

Answer: Generally, you must "re-qualify" for Plan benefits. So, if you retire for disability, early retirement at age 58, employment termination after not working as a stagehand for two (2) consecutive Plan years, you must "re-qualify" for benefits under the Plan's eligibility provisions. Your previous status as a vested Participant in the already distributed Plan benefits will not be taken into account.

But, if you return to stagehand work after collecting your Account Balance ***because you retired at age 62 or later***, you need not "re-qualify" for Plan benefits if you return to work.

6. If I Am Divorced Or Legally Separated, Is My Former Spouse Or My Dependent(s) Entitled To Any Of My Plan Benefits?

Answer: Maybe. It depends on the terms of your divorce. Under a Qualified Domestic Relations Order (QDRO) (see below), a court could order that a portion of your benefits be paid to your former spouse, your child(ren), or other dependent(s).

7. What Is A QDRO?

Answer: A QDRO is any order or judgment entered in your divorce, separation, custody or paternity case that *clearly* identifies the Plan and the benefits assigned and meets other requirements under federal law. A QDRO can also be an order or judgment that enforces your spouse's obligations.

For example, A QDRO may assign to your former spouse a portion of your monthly or lumps-sum Plan benefit and/or provide for payment of surviving spouse benefits after your death.

8. Who Determines Whether A Court Order Is A QDRO?

Answer: The Trustees, on the recommendation of the Plan attorneys, make the determination. When the court order or judgment is filed with the Plan, the Plan's attorneys review these documents. The Plan will then send you a letter that tells you whether the document is a QDRO.

You can obtain, without charge, a copy of the Plan's QDRO procedures. QDRO procedures are available at the Plan Manager's office.

SECTION G - BENEFICIARIES

1. Who Can Be My Beneficiary(s)?

Answer: If you have been married for at least one (1) year when your benefits start or at the time of your death, your spouse is *automatically* your beneficiary. If you wish to designate someone else as your beneficiary ("alternative beneficiary"), your spouse **must** sign a notarized consent form. The alternative beneficiary can be anybody else as long as your spouse properly consents to the appointment by signing the required form. The consent form must be witnessed by a Plan designated personnel or by a notary. Consent forms are available at the Plan Manager's office.

If you are unmarried or you have been married for *less* than one (1) year at the time you make the designation, you can designate anyone as your beneficiary. But, if you later marry and are married for at least one (1) year when you begin collecting your pension benefits, your earlier alternative beneficiary designation is automatically cancelled and your spouse of at least (1) one year automatically becomes your beneficiary.

If you have been married for less than one (1) year when your pension benefits start and you made no alternative beneficiary designations, any Account balance that remains after your death will be paid to your surviving spouse, if any. If no surviving spouse exists, your Account balance will be paid to your children in equal shares, if any. If you have no children, your Account balance will be paid to your parents in equal shares. In the event there is no beneficiary (no surviving spouse, child(ren), or parent(s)), your remaining Account balance will be paid to your estate.

SECTION H - WHEN BENEFITS START

1. When Will My Pension Benefits Be Paid?

Answer: The Plan intends to pay your pension benefits within sixty (60) days after you, your surviving spouse or your beneficiary make a proper application and qualify for benefits. No matter what happens, payments must start by the April 1st in the year after you reach age 70½. (In other words, your benefits will automatically start on April 1 of the year after you reach age 70½ even if you do not apply to receive your pension benefits.)

SECTION I - OTHER IMPORTANT FACTS

1. Can A Creditor Attach My Benefits?

Answer: Generally, no. But under certain circumstances, the U.S. Internal Revenue Service (IRS) may obtain tax payments from your account.

2. Can I Sell My Benefits Or Transfer Them To Someone Else?

Answer: Generally, no. Your pension benefits cannot be transferred, assigned, or pledged to someone else. But, certain QDROs (see Section F-6 through F-8 above for a description of a QDRO) may transfer part of your benefits to someone else.

3. What If I Am Mentally Or Physically Unable To Handle Any Benefits The Plan Is Paying?

Answer: The Trustees, or their authorized agents, will decide whether you are mentally or physically unable to handle your benefits based on medical and/or other available evidence. If you are found to be unable to handle your benefits, the Trustees, or their authorized agents, will pay your benefits to your legally appointed guardian or other legal representative. If you do not have legally appointed guardian or legal representative, the Plan will determine the person or institution that is providing your care and pay your benefits to this person or institution.

4. Do My Payments From This Plan Affect My Social Security Benefits?

Answer: No. Your pension benefits from this Plan are in addition to your Social Security benefits and will not offset or in any way affect your Social Security benefits.

5. What Do I Do If My Claim For Benefits Is Denied?

Answer: When you submit an application for benefits to the Fund Office, the Fund Office will determine your eligibility and the amount of your benefits, if any. If the Fund Office determines that you are eligible to receive benefits, it will start sending your benefits payments. (Fund Office's determination to issue your benefits will be ratified by the Trustees at the next Board of Trustees meeting.) If the Fund Office cannot decide your claim due to special circumstances or incomplete application, it will notify you of the delay and the time frame in which your claim will be decided. The Fund Office may also ask you to supply the information needed to complete your application.

If the Fund Office denies your application for any reason, either in entirety or in part, the Fund Office will provide you with a written explanation for the denial of your claim. The explanation will contain the following information:

- 1) the specific reason(s) why the Fund Office denied your application;
- 2) references to specific Plan provisions on which the denial was based;
- 3) a description of additional information, if any, required to complete your application, and an explanation as to why the information is necessary;
- 4) notice that you are entitled to receive, on request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and
- 5) steps you may take to appeal the decision and your right to sue the Fund if you believe that your claim was improperly denied.

If you disagree with the Fund Office's decision on your claim, you have the right to appeal that decision to the Trustees for further review as follows:

- 1) Within sixty (60) days after you receive the final notice denying your claim, you must notify the Fund Office *in writing* that you want the Trustees or their agent to review your claim;
- 2) Your written request for review or hearing should include all information regarding your claim as well as the reason(s) why you believe the Fund Office made an incorrect decision. You are entitled to receive information from the Fund records which you reasonably believe might help support your claim. Upon request, Fund Office will provide you with copies of pertinent records regarding your claim at no cost to you. The Trustees' (or their agent's) review will consider all comments, documents, records and

other information you or your representative submit regardless of whether that same information was submitted to and considered by the Fund Office;

- 3) If the Trustees grant you a personal hearing, you may appear in person or choose a representative to appear on your behalf;
- 4) If the Trustees do not grant or you do not wish to make a personal appearance before the Trustees, the Plan's Administrative Manager will present your written statement and other pertinent information to the Trustees;
- 5) The Trustees, or a Committee appointed by the Trustees and authorized to act on their behalf, will review your request and notify you of their decision; and
- 6) You will receive written notice of the Trustees' decision with the reason(s) for their decision and reference(s) to specific Plan provision(s) supporting their decision. You also will be notified of your right to a reasonable review, to obtain, free of charge, copies of all documents, records and other information relevant to your claim for benefits, an explanation of the Fund's remaining voluntary appeal procedures, and your right to sue the Fund if you still believe that your claim was improperly denied.

Generally, the Trustees will discuss all requests for review received by the Fund Office at the Trustees' meeting.

Special rules apply to claims for Disability Retirement Benefits. If your claim for Disability Retirement Benefits is denied, you will be provided with a copy of the rule that specifically governs the disability benefits determinations.

If your claim was denied based on scientific or clinical judgments, the denial notice will include an explanation of the scientific or clinical judgment that applied the terms of the Plan to your medical circumstances. If your claim was denied based on scientific or medical judgment, the Trustees, on appeal, will consult the health care professional with appropriate training and experience in the relevant field as a part of their review.

This professional will not have been involved with the original decision to deny your claim. If your appeal is denied, the denial notice will not only include similar types of information as provided in your initial denial notice, but will also include the name(s) of the health care professional(s) the Trustees consulted as well as the names of any vocational or occupational experts the Trustees consulted in connection with your appeal and whether or not the Trustees relied on their advice to deny your appeal.

For any stage of these review procedures, you may have a legal representation at your own expense. But, you cannot start any legal action, including proceedings before

administrative agencies, until you have followed the above procedures and exhausted the Plan's internal appeal process.

If you have any questions about the review procedures described above, please contact the Fund Office. Address your written inquiry to:

IATSE Local 38 and 812 Pension Fund
30700 Telegraph Road, Suite 2400
Bingham Farms, MI 48025

6. Can The Plan Be Changed Or Discontinued?

Answer: Yes. The Trustees believe that the Plan will continue indefinitely, but the Plan may be changed or terminated at any time. You will be notified of any changes or any termination. But, the Plan cannot be changed in such a way that causes you to lose your *vested* benefits. The Plan is designed to safeguard your interest.

7. What Happens If The Plan Is Terminated?

Answer: If the Plan is terminated, you will become 100% vested in your Account regardless of your circumstances. The Trustees will make arrangements for the payment of any and all Plan obligations, including the payment of your Account to you or your beneficiary. In addition, the Trustees will arrange for a final Plan audit, a report of their transactions, give all legally required notices and prepare and file any report required by law.

8. Is My Plan Benefit Insured By The PBGC?

Answer: No. This is so because the Plan is a defined contribution plan, and defined contribution plans are not eligible for PBGC insurance.

9. What Are My Responsibilities As A Participant?

Answer: To ensure that you get all the benefits to which you are entitled, please be sure to do all of the following:

- 1) If you move, immediately notify the Fund Office of your new address. You can get a change of address form from your Local Union Office;
- 2) If you are a new Participant, you must complete a Participant Data Card. Call the Fund Office at (248) 645-6550, or write to: TIC International Corporation, 30700 Telegraph Road, Suite 2400, Bingham Farms, MI 48025. When writing, please include your name, social security number, new address, and local union number. If you are not sure whether you have completed this card, call the Fund Office;

- 3) If you want to change your beneficiary, you must complete a new **Participant Data Card** and send it to the Fund Office;
- 4) If you leave the geographic area covered by the Fund, contact the Fund Office; and
- 5) Keep your own personal record of the hours you work for every employer.

ADDITIONAL INFORMATION REQUIRED BY ERISA

Agent for Service of Legal Process

Christopher P. Legghio
Legghio & Israel, P.C.
306 South Washington Avenue
Suite 600
Royal Oak, Michigan 48067

Service of legal process may also be made on the Plan Manager.

Plan Administrator

The Board of Trustees
c/o TIC International Corporation
30700 Telegraph Road, Suite 2400
Bingham Farms, MI 48025
Telephone: (248) 645-6550

Union Trustees

Timothy F. Magee, Chairman
IATSE Local 38
900 Pallister Avenue
Detroit, MI 48202

Calvin M. Hazelbaker
IATSE Local 38
Business Representative
900 Pallister Avenue
Detroit, MI 48202

Timothy O'Dea
IATSE Local 38
900 Pallister Avenue
Detroit, MI 48202

Employer Trustees

Patricia K. Walker, Secretary
Detroit Symphony Orchestra
3711 Woodward, Suite 100
Detroit, MI 48201

Robert Carr
Olympia Entertainment
2211 Woodward Avenue
Detroit, MI 48201

Alan N. Lichtenstein
Nederlander Detroit, LLC
Fisher Theater
3011 West Grand Boulevard
Detroit, MI 48202

Plan Manager

TIC International Corporation
30700 Telegraph Road, Suite 2400
Bingham Farms, MI 48025
Telephone: (248) 645-6550

Plan Sponsor and Employers

The Plan is sponsored by the Board of Trustees. The Plan is maintained under the terms of the collective bargaining agreements negotiated between Locals 38 and 812 and participating Employers. If an Employer is not a party to a written agreement, the Employer has no legal obligations to contribute to the Plan on your behalf.

Upon *written* request, you may obtain information on whether or not a particular Employer is required to contribute to this Plan, and if so, that Employer's address.

You may also obtain a copy of any collective bargaining agreement by sending a written request to the Trustees, c/o TIC International Corporation, 30700 Telegraph Road, Suite 2400, Bingham Farms, MI 48025. Copies of the collective bargaining agreements are also available for examination at the Fund Office during normal business hours -- please submit a written request to the Fund Office, with specific materials you wish to review, at least three (3) working days in advance.

Authority to Speak

No one but the Trustees has the authority to speak for the Trustees in explaining the Plan's terms and provisions including eligibility provisions or Plan benefits.

Name of Plan

The name of the Plan is "IATSE Local 38 and Local 812 Pension Plan."

Plan Sponsor's Employer Identification Number and Plan Number

The employer identification number (EIN) assigned by the Internal Revenue Service (IRS) to this Plan is 38-2848288. The plan number is 001.

Plan's Fiscal Year

Plan's fiscal year runs from July 1 through June 30.

Type of Plan

This is a defined contribution pension plan. The Plan is designed to provide you, upon your retirement, with a monthly income or a single LUMP sum payment based on the amount of Employer contributions made on your behalf and/or should have been made on your behalf. These contributions, plus investment income, minus expenses, are credited to your individual Account.

Name of Plan Administrator

The Plan is maintained and administered by a Board of Trustees with equal representation by labor and management. The Board consists of three (3) Union Trustees and three (3) Employer Trustees. The current Trustees are listed above.

The Board of Trustees has the primary responsibility for decisions concerning the Plan's eligibility rules, types of benefits, administrative policies, management of the Plan assets, and the interpretation of Plan provisions.

Type of Administration

Although the Trustees are legally designated as the Plan Administrator, they have delegated many of the day to day functions to TIC International Corporation.

TIC maintains the eligibility records, accounts for employer contributions, processes claims, keeps Participants informed about changes in the Plan, files government reports, and performs other routine activities for the Trustees.

Question about the Plan

If you have any questions about your Plan, you should contact the Trustees by writing to:

IATSE Local 38 and Local 812 Pension Plan
c/o TIC International Corporation
30700 Telegraph Road, Suite 2400
Bingham Farms, MI 48025

Statement of Your ERISA Rights

As a participant in IATSE Local 38 and 812 Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

You may examine, without charge, at the plan administrator's 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 Pension and Welfare Benefit Administration.

You may 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 administrator may make a reasonable charge for the copies.

You may 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.

You may obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (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 benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person,

may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

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 sue in a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may sue 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 or a medical child support order, you may sue 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 sue in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Board of Trustees or 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, 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.