

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND
Procedures for Determining the Qualified Status of a State Domestic Relations Order

Under current law, the American Federation of Musicians and Employers' Pension Fund (the "Plan") is required to comply with certain court orders (or judgments, decrees or approved property settlements) requiring distribution of a Participant's benefits under the Plan to the spouse or dependent, in order to meet the Participant's obligations with respect to alimony, dependent support, or division of marital property.

The Board of Trustees of the Fund (the "Board"), as Fund Administrator, or its delegate, has the power and authority to make initial determinations with respect to the qualified status of domestic relations orders (in consultation with legal co-counsel). The Trustees have further delegated to the Administrative Committee of the Board (the "Administrative Committee") the sole discretion to consider appeals from determinations with respect to the qualified status of a domestic relations order ("QDRO") and to make final and binding decisions thereupon.

The Plan will treat any such order as a QDRO if it determines that the following requirements are satisfied:

1. The order is made pursuant to a State domestic relations law (including a community property law);
2. The order creates or recognizes an Alternate Payee's right to (or assigns to an Alternate Payee the right to) receive all or a portion of the Participant's benefits. An "Alternate Payee" is defined as any spouse, former spouse, child or other dependent of the Participant who is recognized in the domestic relations order as having a right to receive all (or a portion of) the benefits payable to the Participant under the Plan;
3. The order clearly specifies:
 - (a) the name, mailing address and Social Security Number (which may be provided on a separate document not filed with the court) of the Participant and each Alternate Payee;
 - (b) the amount or percentage of the benefits to be paid to each Alternate Payee or the manner in which the amount or percentage is to be determined;
 - (c) the number of payments or the period to which the order relates; and
 - (d) the plan to which the order relates; and
4. The order does not require the Plan to provide:
 - (a) any form or benefit option not otherwise available under the Plan;

- (b) an actuarially increased benefits; and/or
- (c) benefits that are to be paid to another Alternate Payee under a separate order previously determined to be a QDRO.

A domestic relations order will not be treated as failing to constitute a QDRO solely because it requires that payment of benefits be made to an alternate payee:

- (i) on or after the date on which the Participant attains (or would have attained) earliest retirement age;
- (ii) as if the Participant had retired on the date on which such payment is to begin under such order (but taking into account only the present value of the benefits actually accrued); and
- (iii) in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor benefit with respect to the Alternate Payee and a subsequent spouse as Joint Annuitant).

Form and Amount of Benefits:

The Plan is a multiemployer defined benefit plan funded by employer contributions (there are no employee contributions). Benefits are paid as monthly annuities (except for small pensions with an actuarially equivalent present value of \$5,000 or less). Benefits are calculated based on the amount of employer contributions credited by the Plan on behalf of a Participant and the Participant's age at the pension effective date (using dollar rates set forth in the Plan).

Except as otherwise provided in this paragraph, an Alternate Payee under a QDRO may elect to receive benefits in any form available under the Plan, including 1) an annuity which is actuarially adjusted to provide an annuity payable over the life of the Alternate Payee, or 2) a 50% or 75% joint and survivor benefit which is actuarially adjusted to provide an annuity payable over the life of the Alternate Payee and 50% or 75% of the monthly annuity to the joint annuitant after the Alternate Payee's death. An Alternate Payee may not elect a joint and survivor benefit with a subsequent spouse as the joint annuitant. The benefit assigned to the Alternate Payee may begin to be paid as early as the Participant's "earliest retirement age," as specified in the Plan, but must begin no later than the Participant's required beginning date under the Plan.

If the Participant is already receiving a benefit from the Plan at the time that the Plan determines that the court-entered order satisfies the QDRO requirements, the Alternate Payee may receive a benefit *only* as a share (either percentage or dollar amount) of each of the Participant's monthly pension payments, with survivor benefits, if any, according to the form of benefit previously elected by the Participant. (The foregoing sentence shall not apply to additional benefits earned, but not yet payable, by a Participant who begins to receive benefits before normal retirement age and then returns to covered employment; such benefits may be separately divided.) If the

Participant is receiving a benefit as a joint and survivor benefit with the Alternate Payee as the survivor, the Alternate Payee will continue to be entitled to the entire survivor benefit.

If the Participant is entitled to a Retirement Account Benefit (which is based on contributions before 1968), the Retirement Account Benefit will be considered part of the Participant's accrued benefit subject to assignment to the Alternate Payee unless the QDRO provides otherwise.

The Alternate Payee's benefit will be determined using the dollar rates set forth in the Plan as if the Alternate Payee were a participant (or the actuarial equivalent determined using the Plan's actuarial factors if the benefit commences before the Alternate Payee reaches age 65). If the QDRO assigns a separate interest payable over the Alternate Payee's lifetime, the benefit payable to the Alternate Payee will be actuarially adjusted based on the Alternate Payee's information. If the benefit is payable over the Participant's lifetime instead of the Alternate Payee's lifetime, the benefit payable to the Alternate Payee will be actuarially adjusted based on the Participant's information. Alternatively, if the Participant is already receiving a benefit from the Plan, the Alternate Payee will receive a specified share of the Participant's monthly benefit payments as described above.

Unless the QDRO provides otherwise, the Alternate Payee will be entitled to any post-retirement benefit increases paid to participants and beneficiaries under the Plan, or otherwise adjusted (including by reduction), in the same proportion as the assignment to the Alternate Payee bears to each of the Participant's monthly benefit payments. The Participant may elect to receive benefits in any form available under the Plan and name a beneficiary for purposes of the pre-retirement death benefit or joint annuitant for post-retirement benefits (depending on the form of benefit elected), unless the QDRO provides otherwise. The Participant's prior pre-retirement death benefit beneficiary designation, including a designation of the Alternate Payee, will remain in effect until it is changed by the Participant, unless the Order provides otherwise. If a Participant is already receiving a benefit from the Plan, the Participant's prior named joint annuitant, if any, including a designation of the Alternate Payee, may not be changed and will remain in effect.

Death of the Alternate Payee:

If the QDRO assigns a separate interest to the Alternate Payee calculated over the Alternate Payee's lifetime, the Alternate Payee may name a beneficiary for the assigned benefit in the event of the Alternate Payee's death prior to commencement of benefits. If the Alternate Payee dies without designating a beneficiary, or the Alternate Payee is not survived by a named beneficiary, any pre-retirement death benefit that may be payable will be forfeited. Payment of benefits, if any, in the event the Alternate Payee dies after commencement of benefits will depend upon the form of benefit elected by the Alternate Payee. If the Participant is already receiving a benefit from the Plan at the time that the Plan determines that the court-entered order satisfies the QDRO requirements, in the event the Alternate Payee predeceases the Participant, payments will revert to the Participant.

Death of the Participant:

If the QDRO assigns a separate interest assignment to the Alternate Payee calculated over the Alternate Payee's lifetime, the death of the Participant shall have no effect upon the Alternate Payee's benefit. If the Participant is already receiving a benefit from the Plan at the time that the Plan determines that the court-entered order satisfies the QDRO requirements, upon the Participant's death, payments to the Alternate Payee shall cease (unless the Alternate Payee is the Participant's joint annuitant or designated beneficiary, in which case benefits will continue as applicable under that form of payment). The foregoing sentence shall not apply to additional benefits earned by a Participant, but not yet payable, with respect to a Participant who begins to receive benefits before normal retirement age and then returns to covered employment.

Maximum Benefits:

The Plan limits the maximum yearly benefit that the Participant may receive. Unless the Order provides otherwise, any decreases in the aggregate benefits pursuant to the Plan would be allocated as follows. The Participant and Alternate Payee shall share, on a "pro rata" basis, any benefit reduction imposed by the Plan. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Participant or Alternate Payee, as applicable.

The Plan also limits the maximum amount of compensation that may be attributed to the Participant for any calendar year. Unless the Order provides otherwise, any limitations applied would be allocated as follows. If the calculation of the assignment to the Alternate Payee includes a period in which such limitation has been applied, the Plan will calculate the assignment to the Alternate Payee using the proportionate share of the maximum compensation that can be attributed to the Participant for that calendar year.

Procedures:

The Plan will provide, upon request, information about the Plan, including a copy of these Procedures and the Plan's standard form QDRO. These documents are also available on the Fund's website at afm-epf.org. The Plan will provide information about a Participant's accrued benefit in the Plan if the inquiring party produces information or documentation sufficient to reasonably establish that the disclosure request is being made in connection with a domestic relations proceeding, or a release signed by the Participant authorizing release of that information or a duly executed subpoena directing the Plan to release the information.

The Plan will notify the Participant and Alternate Payee(s) of receipt of a domestic relations order and, within a reasonable period thereafter, of its determination regarding the qualified status of the order. All notices will be sent to the Participant and Alternate Payee at the physical or email address(es) specified in the order. The Participant and Alternate Payee(s) may designate representatives for service of notices.

All Plan rules, including those regarding the naming of a beneficiary and application for and payment of benefits, are applicable to an Alternate Payee. The Alternate Payee should keep the

Plan informed of the current mailing address. If the Administrator or delegate determines that the order is qualified, the Participant and Alternate Payee(s) will be notified in writing of such determination. The Administrator or delegate may request the Participant and the Alternate Payee(s) to furnish an acknowledgment of their receipt of the notice of benefit payments, a general release, a correct physical mailing and email addresses and any other document as the Administrator or delegate in his or her sole discretion, deems necessary. The Administrator or delegate may also require the Participant and Alternate Payee(s) to provide such information as would normally be required of the Participant prior to the payment of the benefits under the Plan.

If the Administrator or delegate determines that the order is not qualified, it will notify the Participant and Alternate Payee(s) in writing, setting forth specific reasons for so concluding. The Participant and Alternate Payee(s) shall have the right to appeal such determination, by written request filed with the Plan's Administrative Committee, in accordance with the Plan's existing claims appeal procedure (which is contained in the Plan's summary plan description).

If the Order relates to a shared interest, during any period in which the qualified status of a domestic relations order is being reviewed, when required the Plan will defer payment of, and separately account for, the amounts (the "segregated amounts") that would have been payable to the Alternate Payee(s) during such period had the order been determined to be qualified, if such amount can be readily determined.

If the order is determined to be qualified within 18 months of the date on which the first payment would be required to be made under the order, the segregated amount will be paid to the Alternate Payee. In the event that the order is determined not to be qualified before the expiration of the 18 month period, the Plan may delay payment of a Participant's benefit if notice is received that either the Participant or Alternate Payee(s) is attempting to rectify the deficiencies in the order. If, after the 18 month period has expired, the order has not been determined to be qualified, the separate amounts will be paid to the Participant. Any determination that an order is qualified after the expiration of the 18 month period will apply prospectively (i.e. the Plan shall not be liable for payments to Alternate Payee(s) for the period before the order is determined to be qualified). The Plan (and its Trustees, its delegate, and Administrative Committee) shall be discharged from any obligation or liability to any Participant or Alternate Payee(s) to the extent of any payment made pursuant to these procedures.

If the Participant has not yet commenced benefits but has applied to commence benefits, and circumstances arise that indicate to the Fund, in its discretion, that the parties may be seeking a domestic relations order with respect to the Participant's benefit (e.g., the divorce settlement states that they will be or is ambiguous in that regard), the Plan may ask the parties whether they are seeking (or already have obtained) a domestic relations order. If the parties do not respond to the Fund's request within 45 days, the Plan may resume processing the Participant's application for benefits immediately as if there is no domestic relations order and no intention to seek a domestic relations order. The Fund may take further steps to elicit a response if it determines in its discretion that such further steps may be advisable. The Participant may be required to provide contact information for the ex-spouse(s).

If the Plan does receive notice that a domestic relations order is being sought against the payment of benefits to any Participant before those benefits have commenced, the Plan may delay the payment of those benefits for a reasonable period of time, in its discretion.

The parties and their legal counsel should prepare their proposed order pertaining to the Participant's benefits and submit it to the Plan at the earliest possible date, and then finalize the order as promptly as possible after the Plan has responded with any comments on the proposed order. If the Participant should die before a domestic relations order is first entered by the domestic relations court, the Plan may not be able to honor an order to pay benefits to an Alternate Payee because rights to benefits may vest immediately in an individual other than the Participant on the date of the Participant's death. If within 30 days after the death of the Participant, the Plan has not received an order that was entered prior to the date of the Participant's death, the Plan will pay any benefits that are payable with respect to the deceased Participant in accordance with the terms of the Plan. Thereafter, notwithstanding the receipt of any order entered prior to the death of the Participant, the Plan will not modify or reverse any payments made as a result of the Participant's death.

The Board, the Administrative Committee and all of their respective delegates shall have complete authority, in its and their sole and absolute discretion, to construe the terms of a domestic relations order and these Procedures (and applicable Plan documents relating to any determination to be made hereunder) and to determine the eligibility for, and the amount of, benefits due under the Plan. All such decisions shall be final and binding on all parties affected thereby. The Trustees reserve the right to amend any (or all) of the foregoing procedures, in their sole and absolute discretion, at any time and from time to time.

Revised 042621