American Federation
of Musicians &
Employers' Pension Fund

P.O. Box 2673
New York, NY 10117-0262
(212) 284-1200
Fax (212) 284-1300
www.afm-epf.org

May 2026

Dear Participant or Beneficiary:

On behalf of the Board of Trustees of the American Federation of Musicians and Employers' Pension Fund (Fund), I am pleased to present you with the enclosed *Summary Plan Description – 2026 (SPD)*.

The booklet summarizes the most important features of the American Federation of Musicians and Employers' Pension Plan (Plan), including all changes made to the Plan through the present. Please understand, however, that no general explanation can cover all the details. Nor does this general explanation change the terms of the Plan in any way. Your rights are determined by the full Plan text, which may be obtained by calling or writing the Fund Office or on the Fund's website at www.afm-epf.org.

I suggest that you share this booklet with your family. It is important that they are aware of your retirement benefits and the survivor protection provided. Keep this booklet in a convenient place for future reference.

Of course, if you do require further information, please do not hesitate to contact the Fund Office at 212-284-1200 or by emailing pensionsupport@afmepf.org.

The Pension Fund provides important protection for you and your family. The Board of Trustees and the Fund Office Staff are proud to be involved in the continued operation of this valuable program.

Sincerely,

Melissa Conklin Kolle
Executive Director

Enc.

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION PLAN

SUMMARY PLAN DESCRIPTION

2026

TABLE OF CONTENTS

INTRODUCTION **2**

PARTICIPATION **5**
Who Is Eligible to Participate 5
When Participation Starts 5
When Participation Ends 6

VESTING **7**
Earning Vesting Service 7
Breaks in Service 8

EARNING PENSION BENEFITS **12**
Employer Contributions 12
Types of Plan Benefits 13

REGULAR PENSION BENEFIT **14**
Eligibility for a Regular Pension Benefit 14
How a Regular Pension Benefit Is Calculated 14
Estimate Your Pension Benefit 15
How a Regular Pension Benefit Is Paid 16
If You Continue Working in Covered Employment After Normal Retirement Date 22
If You Stop Working and Postpone Your Pension Benefit Beyond Normal Retirement Date – Deferred Benefit Commencement 23

DISABILITY PENSION BENEFIT **25**
Eligibility for a Disability Pension Benefit 25
Determining Total Disability 25
How a Disability Pension Benefit Is Calculated 25
How a Disability Pension Benefit Is Paid 26
When a Disability Pension Benefit Ends 27

EARNING ADDITIONAL BENEFITS AS A PENSIONER **28**
1. Additional Pension Benefits Earned Before Your Normal Retirement Date: Re-retirement Pension Benefit 28
Example of the Calculation of a Re-retirement Pension Benefit 29
How a Re-retirement Pension Benefit Is Paid 30
2. Additional Pension Benefits Earned After Normal Retirement Date: Re-determination Benefits 30
How Re-determination Benefits Are Paid 33

POST-RETIREMENT DEATH BENEFITS **34**
When You Die 34

PRE-RETIREMENT DEATH BENEFITS **35**
Designating the Beneficiary of Your Pre-retirement Death Benefit 35
Eligibility for a Pre-retirement Death Benefit 36
How a Pre-retirement Death Benefit Is Calculated 37
How a Pre-retirement Death Benefit Is Paid 38
Timing of the Pre-retirement Death Benefit 38

OTHER INFORMATION **40**
Applying for Your Pension Benefit – The Two-Part Pension Application 40
Early Retirement Procedures 43
Claims and Appeals - ERISA Rights 44
Authorized Representative 46
Covered Earnings Reports and Pension Credit Review Procedure 46
Pension Benefit Guaranty Corporation 47
How Benefits Can Be Reduced, Delayed, or Forfeited 48
Prohibited Assignment of Benefits 49
Transferring Pension Benefits from the Fund to an IRA or Other Employer Plan 49
Qualified Domestic Relations Order (QDRO) 49
Compliance With Federal Law 50
Amendment and Termination of the Plan 50
Recovery of Overpayment 51
Your Disclosures to the Fund 51
Plan Administration 51
No Right to Employment 52
Interpretation of the Plan 52
Website Registration Procedure at www.afm-epf.org 53

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) **55**
Receive Information About Your Plan and Benefits 55
Prudent Actions by Plan Fiduciaries 55
Enforce Your Rights 56
Assistance With Your Questions 56

PLAN FACTS **57**

GLOSSARY **58**

APPENDIX A: PARTICIPATION, VESTING AND BREAKS IN SERVICE BEFORE 2004 ..... **62**
Participation and Vesting Service 62
To Be Vested Before 1986 63
Permanent Break in Service Rules Before 2004 63

APPENDIX B: SPECIAL FEATURE OF A SINGLE LIFE BENEFIT THAT BEGAN BEFORE JUNE 1, 2010 ..... **64**

CONTACT INFORMATION **65**

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION PLAN	
FUND OFFICE	
Physical Address: 14 Penn Plaza, 12th Floor, New York, NY 10122	
Mailing Address: P.O. Box 2673, New York, NY 10117-0262	
Telephone Numbers:	212-284-1200 800-833-8065
Fax Number:	212-284-1298
Email:	PensionSupport@afmepf.org
Website:	www.afm-epf.org

INTRODUCTION

The American Federation of Musicians and Employers' Pension Plan, or simply the Plan, is designed to provide you with a pension benefit for your retirement years. This pension benefit is in addition to Social Security and any other sources of income you may have during those years. The Plan is funded by a trust fund called the American Federation of Musicians and Employers' Pension Fund, or simply the Fund.

The Fund and Plan are operated by a Board of Trustees, which consists of Union and Employer representatives with equal voting power. Employers make (or previously made) contributions to the Fund on behalf of participants in accordance with the terms of a collective bargaining agreement, participation agreement, or other written agreement acceptable to the Board of Trustees. These documents are all referred to throughout this booklet as Collective Bargaining Agreements (CBAs).

The detailed rules and regulations of the Fund's plan of benefits are included in a document called the American Federation of Musicians and Employers' Pension Plan and other related documents, collectively referred to as the Plan. This booklet is known as the Summary Plan Description (SPD). It is meant to help you understand how the Plan works and the benefits it provides, but it neither replaces nor amends the Plan. Rights to benefits are determined only by referring to the full text of the Plan (available for your inspection at the Fund Office, by written request, and on the Fund's website at www.afm-epf.org) or by official action of the Board of Trustees. If there is any conflict between the rules and regulations set forth in the Plan and the information given in this booklet, the terms of the Plan will control.

The Board of Trustees reserves the right, in its sole and absolute discretion, to amend or terminate the Plan at any time. If the Plan is amended or terminated, the ability of any person to participate and receive benefits from the Plan may be modified or terminated. The Board of Trustees has the sole and complete authority and discretion to interpret the Plan and make final determinations regarding its provisions. No individual other than the Board of Trustees or its duly authorized designee(s) has any authority to interpret the Plan documents, including this SPD or the other official Plan documents, or to make any promises to you about the Plan or your benefits under the Plan, or to change the provisions of the Plan.

Here are some Plan highlights, which are explained in more detail later:

- The Plan is a defined benefit multiemployer pension plan. A defined benefit plan generally pays its vested participants a monthly benefit over their lifetime when they are entitled to receive a benefit. The amount of the monthly benefit payable is based on a plan formula. Defined benefit plans do not have individual participant accounts into which employer contributions are paid. Instead, the benefit is calculated based on the contributions that are credited on behalf of participants. A multiemployer pension plan is a plan that is maintained in accordance with CBAs between one or more unions and employers that employ individuals represented by the union.
- The term "retire" or "retirement" in the context of this document means to start receiving your benefits under Early, Disability, Normal or Deferred retirements. Under Early and Disability Retirement, you must stop working under all Covered Employment at the time of retirement. However, ceasing Covered Employment is not necessary for you to begin collecting your benefits under the other types of retirements.
- Your Employer makes all contributions to the Fund. You are neither required nor allowed to contribute.
- Generally, you become an Active Participant as soon as you earn $750 from Covered Employment in a calendar year.
- During a calendar year, you can generally earn a quarter (1/4) year increments of vesting service credit for each $750 in Covered Earnings, up to one (1) full year for $3,000 in Covered Earnings.
- You become vested in your pension benefit (which means you can never lose it) generally after you complete five years of Vesting Service.
- Once you're vested, you can start to receive your pension benefit as early as age 55, if you retire from all Covered Employment. Special rules apply if your benefit begins to be paid before your Normal Retirement Date. See the Early Retirement Procedures on www.afm-epf.org for details.
- Prior to your Pension Effective Date (the official start date of your pension benefits), you will be given a choice of payment options. (If you are Married, special rules apply.) See page 21.
- If you return to Covered Employment after you begin to receive your Initial Pension Benefit, you may be eligible for additional benefits based on the additional work.
- A Disability Pension Benefit is available to eligible Participants.

- If you die after becoming vested, but before you begin receiving a pension benefit, your Spouse (if you are Married) or other named Beneficiary (if you are not Married) may receive a Pre-retirement Death Benefit.
- If you die without having named a Beneficiary on the Fund's beneficiary form and you are not married, or if there is no Beneficiary living on your date of death, no Pre-retirement Death Benefit will be paid.

This Summary Plan Description outlines provisions of the Plan as amended and restated effective as of January 1, 2025, and is generally applicable to pension benefits that have not yet begun to be paid as of that date. If you are already receiving benefits, they will generally continue under the same terms that applied when you first began to receive them.

We have tried to make this Summary Plan Description clear and straightforward. Some of the more technical terms, which are capitalized throughout, are defined in the Glossary, which begins on page 58. The definitions in the Glossary are summaries of the definitions in the Plan. As with all parts of this Summary Plan Description, if there is any conflict between the Glossary and the Plan, the terms of the Plan will control. If you have questions about any of the information in this booklet or would like a copy of the Plan, contact the Fund Office. See contact information on page 65.

Please note that, when you call the Fund Office, because of confidentiality and other concerns, we may not be able to answer all questions over the telephone. If that is the case, we will ask you to send your questions to the Fund Office in writing (including by email to pensionsupport@afmepf.org), and we will respond in writing. Additionally, we generally do not provide any specific information concerning your participation or benefits to any other person without your written consent using the Fund's Authorization to Release Information form, which is available from the Fund Office or in the Applications and Forms section on the Fund's website at www.afm-epf.org.

PARTICIPATION

Who Is Eligible to Participate

You are eligible to become a Participant of the Plan if:

- You are employed as a musician, or by the Fund, the Union, or other Employer accepted by the Board of Trustees, **and**
- Your Employer has entered into a CBA accepted by the Board of Trustees requiring the Employer to contribute to the Fund on your behalf.

If both of these conditions are met, the work for which you earn Covered Earnings under the CBA will be considered to be Covered Employment.

When Participation Starts

Your participation starts on January 1 of the year in which you first earn at least $750 in Covered Earnings, for which you are also entitled to one quarter-year of Vesting Service (see page 7). You are an Active Participant for each calendar year during which you earn $750 or more in Covered Earnings. You will become an Inactive Participant in any calendar year in which you earn less than $750 in Covered Earnings.

If you are an owner (or spouse of an owner) of a business (for example: self-employed, a sole proprietor, or a partner in a partnership that makes contributions to the Fund on behalf of its musician employees), your earnings as an employee of that business are not considered to be Covered Earnings unless your business is either a corporation or a limited liability company ("LLC") that has provided the Fund with a completed "Addendum to the Participation Agreement or CBA for Limited Liability Companies," which is available on the Fund's website at www.afm-epf.org.

If you accumulate less than $750 in Covered Earnings during any calendar year but you perform a certain amount of work for your Employer (in addition to Covered Employment) for which no contributions are due to the Fund (non-Covered Employment) or you have a period of military service, you may be eligible to participate in the Plan. See Earning Vesting Service on page 7 for further information, or consult the Plan or contact the Fund Office for details.

The requirement for participation in the Plan was different prior to 2004. See Appendix A on page 62 for details.

When Participation Ends

Your participation in the Plan will end when you incur a Permanent Break in Service. For more information, see the section describing Breaks in Service beginning on page 8.

If you return to Covered Employment, you may again become a Participant as described above.

VESTING

Being vested means you have earned a non-forfeitable right to receive a pension benefit – even if you stop working in Covered Employment.

You become vested when you either:

- Complete five years of Vesting Service (as described below) including at least one-quarter year of Vesting Service after 1986, **or**
- Reach Normal Retirement Age while you are an Active Participant.

Normal Retirement Age is your 65th birthday or, if later, the date on which you complete five years of participation (not including any years of participation before a Permanent Break in Service) on or after April 1, 1988.

Generally, if you stop working in Covered Employment before you are vested and do not return, you will not be entitled to receive a pension benefit. If you only have Vesting Service before 1987, different rules may apply. See Appendix A on page 62.

Earning Vesting Service

You earn Vesting Service based on your Covered Earnings in each calendar year, as follows:

Covered Earnings in a Calendar Year		Year of Vesting Service
At Least	**Less Than**	
$ 0.00	$ 750.00	0
$ 750.00	$ 1,500.00	1/4
$ 1,500.00	$ 2,250.00	1/2
$ 2,250.00	$ 3,000.00	3/4
$ 3,000.00	N/A	1

As in the case of determining eligibility to participate in the Plan, certain periods of non-Covered Employment and military service may be counted in determining your years of Vesting Service. If you work in non-Covered Employment for an Employer that is required to make contributions to the Fund immediately before or after you work in Covered Employment with the same Employer, your non-Covered Employment may be counted for participation and vesting purposes (but it will not count for benefit accrual purposes). In addition, vesting service under the Musicians' Pension Fund of Canada may be combined

with Vesting Service under this Plan in certain circumstances. However, no more than one year of Vesting Service will be credited to you for any single calendar year. If you think you are entitled to or would like details regarding Vesting Service based on periods of non-Covered Employment, military service, or vesting service under the Musicians' Pension Fund of Canada, contact the Fund Office.

Vesting Service was calculated differently before 2004. See Appendix A on page 62 for details.

Please note that not all of your earnings necessarily count as Covered Earnings toward earning Vesting Service, depending on the terms of the Plan and of the applicable CBA.

Breaks in Service

If you stop working in Covered Employment before you become vested, you may lose credit for the participation and Vesting Service you have already earned, and the contributions made on your behalf to the Fund.

1. One-year Break in Service

You will generally have a One-year Break in Service in any calendar year in which your Covered Earnings are less than $750. (Different rules applied before 2004. See Appendix A on page 62.)

However, you might not have a One-year Break in Service in a calendar year in which one of the following occurs:

- Certain periods of military service;
- The first year in which you had an absence from work covered under the Family and Medical Leave Act of 1993 ("FMLA") or, for leaves before the FMLA became effective, an absence from work because of pregnancy, the birth of your child, adopting a child, or caring for a newborn or newly adopted child unless your Covered Earnings are otherwise greater than $750 for the year, in which case you might not have a One-year Break in Service in the calendar year following your first absence from work that is covered under the FMLA;
- A period during which vesting service is earned under the Musicians' Pension Fund of Canada;
- Certain periods of non-Covered Employment for a contributing Employer that are immediately before or after Covered Employment for the same Employer.

Please contact the Fund Office for detailed information about these exceptions.

What Happens After a One-year Break in Service

If you have a One-year Break in Service before you become vested, your participation status will change to an Inactive Participant retroactive to the first day of the calendar year in which you had the One-year Break in Service. To be reinstated as an Active Participant in the Plan, you will have to satisfy the Plan's participation rules described on page 5. When you once again become an Active Participant in the Plan, if you have not incurred a Permanent Break in Service (described below), any Vesting Service you earned before the One-year Break in Service and all contributions made on your behalf before and during the One-year Break will continue to be credited to you.

Example: Your Plan participation began on January 1, 2022. You earned a year of Vesting Service in both 2022 and 2023 and then stopped working in Covered Employment in 2024, with $725 in Covered Earnings in that year, which resulted in a One-year Break in Service. In 2025, you had one engagement with Covered Earnings of $437.50 (which was not enough for your active participation to start again in 2025) and you had no further Covered Employment until 2026, when you earned $1,625 in Covered Earnings. Your active participation began again as of January 1, 2026. Because you did not have a Permanent Break in Service (described below), your two years of Vesting Service for 2022 and 2023 continued to be credited to you, along with all contributions that had been made on your behalf from 2022 through 2025.

EXAMPLE OF A ONE-YEAR BREAK IN SERVICE						
	Covered Earnings	**Vesting Service in Years**	**Cumulative Vesting Service in Years**	**Contributions**	**Cumulative Contributions**	**Participation Status**
2022	$ 3,000.00	1.00	1.00	$240.00	$240.00	Active
2023	$ 6,250.00	1.00	2.00	$500.00	$740.00	Active
2024	$ 725.00	One-year break	2.00	$ 58.00	$798.00	Inactive
2025	$ 437.50	One-year break	2.00	$ 35.00	$833.00	Inactive
2026	$ 1,625.00	0.50	2.50	$130.00	$963.00	Active

2. Permanent Break in Service

If you are not vested and have five consecutive One-year Breaks in Service, your break in service will become permanent. When that happens, all Vesting Service earned before your Permanent Break in Service and all of the contributions made on your behalf prior to the Permanent Break in Service will be forfeited; which means that the contributions made on your behalf before your Permanent Break in Service will not be used in calculating the amount of any pension benefit to which you may become entitled under the Plan in the future. Before 1987, different rules were in place for determining whether you had a Permanent Break in Service. See Appendix A on page 62.

> If you are not vested, you will have a Permanent Break in Service if you have five consecutive One-year Breaks in Service.

Example: Your Plan participation began on January 1, 2019. You earned a 1/2 year of Vesting Service in 2019 and a year of Vesting Service in 2020. You had Covered Earnings of $350 in 2021, resulting in a One-year Break in Service. You then had one engagement in 2023 for $350 (which is not enough for your active participation to start again) and no further Covered Employment until 2026 when you have $790 in Covered Earnings. Because you had five consecutive One-year Breaks in Service (2021 through 2025) you have a Permanent Break in Service.

As a result, the 1½ years of Vesting Service for 2019 and 2020, and all contributions made on your behalf through 2025 are forfeited and will not be used in calculating the amount of any pension benefit to which you may become entitled under the Plan in the future. You become a Participant again in 2026 with more than $750 in Covered Earnings that year.

See the table on the next page.

EXAMPLE OF A PERMANENT BREAK IN SERVICE						
Year	**Covered Earnings**	**Vesting Service in Years**	**Cumulative Vesting Service in Years**	**Contributions**	**Cumulative Contributions**	**Participation Status**
2019	$ 2,000.00	0.50	0.50	$ 100.00	$ 100.00	Active
2020	$ 6,250.00	1.00	1.50	$ 312.50	$ 412.50	Active
2021	$ 350.00	One-year Break	1.50	$ 17.50	$ 430.00	Inactive
2022	$ 0.00	One-year Break	1.50	$ 0.00	$ 430.00	Inactive
2023	$ 350.00	One-year Break	1.50	$ 17.50	$ 447.50	Inactive
2024	$ 0.00	One-year Break	1.50	$ 0.00	$ 447.50	Inactive
2025	$ 0.00	One-year Break	0.00 Permanent Break in Service	$ 0.00	$ 0.00	Not a Participant as of the End of the Year
2026	$ 790.00	0.25	0.25	$ 40.00	$ 40.00	Active

If you stop working in Covered Employment **after** you become vested, you do not lose credit for Vesting Service or for the contributions made on your behalf.

EARNING PENSION BENEFITS

You earn pension benefits based on the total amount of contributions paid by your Employer(s) that are benefit eligible and are credited to you.

Employer Contributions

Contributions to the Fund on your behalf are calculated as a percentage of the Covered Earnings you receive from your Employer. Both the contribution percentage rate and your Covered Earnings are established under the applicable CBA. Contributions credited on your behalf may be based only on scale wages as defined in the CBA. A special rule applies for purposes of crediting contributions consisting of tax-relief monies that are made on behalf of musicians working on Broadway productions in accordance with the arbitration award of Burton Turkus dated April 26, 1963. Under this special rule, tax-relief monies for any particular calendar quarter are generally allocated proportionally among musicians working on Broadway productions based on their scale wages for all Broadway productions reported to the Fund that quarter.

Not all contributions are benefit eligible. In addition to the contributions described above, the Fund may also accept contributions required in accordance with a CBA that provides for contributions to be made on a basis other than scale wages if that agreement provides that any such contributions made on such basis will not be taken into account in determining any benefit payable or whether a Participant is vested in the benefit under the Plan. Certain contributions paid under the Fund's Rehabilitation Plan (see Plan Documents on the Fund's website at afm-epf.org) are also not taken into account in determining any benefit payable under the Plan.

> Plan Participants are neither required nor allowed to make contributions to the Fund on their own behalf. There are no "refunds" to Participants (or their beneficiaries) of any amounts contributed to the Fund on their behalf.

Contributions are generally considered to be earned on the date on which you performed the Covered Employment for which those Covered Earnings were due. Contributions on wages for "new use" or "re-use" are generally considered to be earned on the date that the new use or re-use occurred. Contributions on Covered Earnings that are paid in a manner other than in the normal course of business (e.g., under a settlement agreement) are generally considered to be earned on the date the Covered Earnings are paid.

If your Employer fails to make the required contributions to the Fund (and in certain other cases), the Board of Trustees has the right to terminate your Employer's participation in the Fund. In such a case, no future contributions would be accepted from that Employer on your behalf, and your benefits will be based only on contributions required on Covered Earnings paid to you before the termination date of your Employer's participation in the Fund.

Types of Plan Benefits

The Plan provides seven types of benefits:

- **Regular Pension Benefit**, which provides benefits as early as age 55 to eligible Participants;
- **Disability Pension Benefit**, which provides benefits to eligible Participants who cease Covered Employment due to a Total Disability;
- Additional pension benefits if you return to Covered Employment after your Regular Pension Benefit or Disability Pension Benefit (both of which are sometimes referred to as your Initial Pension Benefit) begins. There are two different types of additional pension benefits: **Re-retirement Pension Benefit**, which is any additional benefit you earn that is attributable to contributions on your behalf from your Initial Pension Effective Date through your Normal Retirement Date, and **Re-determination Benefits**, which is any additional benefit that you earn that is attributable to contributions on your behalf after your Normal Retirement Date;
- **Retirement Account Benefit (RAB), which may be available to eligible Participants who had Covered Earnings prior to 1968;**
- **Post-retirement Death Benefits**, which provides benefits to your Spouse or other Joint Annuitant after your death, depending on the form of benefit payment in effect; and
- **Pre-retirement Death Benefits**, which provides benefits to your Spouse or other Beneficiary, if you are vested and die before commencing your Initial Pension Benefit or Re-retirement Pension Benefit.

The type of benefit or benefits that you, your Spouse, your Joint Annuitant, or other Beneficiary may receive depends on your individual circumstances.

REGULAR PENSION BENEFIT

You earn a Regular Pension Benefit based on benefit-eligible contributions credited on your behalf until your Initial Pension Effective Date.

Eligibility for a Regular Pension Benefit

You become eligible to receive a Regular Pension Benefit when you file a complete Pension Application (see Applying for Your Pension Benefit – The Two-Part Pension Application on page 40) with the Fund Office and meet **either** of the following requirements:

- You reach your Normal Retirement Age (generally age 65) while you are still an Active Participant; **or**
- You reach age 55, are vested, and retire from employment with all contributing employers.

How a Regular Pension Benefit Is Calculated

A Regular Pension Benefit is based on three factors:

- The total of all benefit-eligible contributions credited on your behalf in each Benefit Period;
- Your age determined on the first of the month following your last birthday; **and**
- The form of benefit payment that you elect.

Generally, a Regular Pension Benefit is calculated by (i) multiplying each $100 of vested benefit-eligible contributions for each Benefit Period described in the table below (rounded to the nearest $100) by a specific dollar amount based on your age on your Pension Effective Date, known as a Benefit Multiplier, which produces a monthly benefit amount for each Benefit Period, and (ii) adding the benefit amounts for each Benefit Period. The Benefit Multiplier has changed over time. The chart on the next page shows the most recent schedule of Benefit Multipliers for each Benefit Period.

Monthly payments under the Single Life Benefit form of benefit payment are calculated in accordance with the following table:

BENEFIT MULTIPLIERS BY BENEFIT PERIOD AND AGE AT PENSION EFFECTIVE DATE PAYABLE AS A SINGLE LIFE BENEFIT					
Age at Pension Effective Date	**Benefit-Eligible Contributions Earned Through December 31, 2003**	**Benefit-Eligible Contributions Earned From January 1, 2004 Through March 31, 2007**	**Benefit-Eligible Contributions Earned From April 1, 2007 Through April 30, 2009**	**Benefit-Eligible Contributions Earned From May 1, 2009 Through December 31, 2009**	**Benefit-Eligible Contributions Earned on and after January 1, 2010**
	Benefit Period A	**Benefit Period B**	**Benefit Period C**	**Benefit Period D**	**Benefit Period E**
65 or older	$ 4.65	$ 3.50	$ 3.25	$ 2.00	$ 1.00
64	$ 4.16	$ 3.13	$ 2.91	$ 1.79	$ 0.90
63	$ 3.75	$ 2.82	$ 2.62	$ 1.61	$ 0.80
62	$ 3.36	$ 2.53	$ 2.35	$ 1.45	$ 0.72
61	$ 3.04	$ 2.29	$ 2.13	$ 1.31	$ 0.65
60	$ 2.75	$ 2.07	$ 1.92	$ 1.18	$ 0.59
59	$ 2.48	$ 1.87	$ 1.74	$ 1.07	$ 0.53
58	$ 2.26	$ 1.70	$ 1.58	$ 0.97	$ 0.49
57	$ 2.05	$ 1.54	$ 1.43	$ 0.88	$ 0.44
56	$ 1.86	$ 1.40	$ 1.30	$ 0.80	$ 0.40
55	$ 1.70	$ 1.28	$ 1.19	$ 0.73	$ 0.37

The Internal Revenue Service has established certain dollar limits on the Covered Earnings that can be used in calculating pension benefits, and certain limits on the maximum annual benefit that can be paid to a Participant each year. These limits have been frozen by the Plan and will not increase above the levels set by the Internal Revenue Service in 2010. The annual dollar limit on the Covered Earnings that may be used in calculating pension benefits is $245,000 from each Employer. Generally, the maximum total annual benefit that can be paid to you each year is $195,000. Consult the Plan or contact the Fund Office for more details.

Examples showing hypothetical monthly benefits payable as a Single Life Benefit, a 50% Joint and Survivor Benefit and a 75% Joint and Survivor Benefit begin on page 17.

Estimate Your Pension Benefit

For your convenience, a Pension Estimator is available to Participants who are registered on the Fund's website at www.afm-epf.org. See page 53 for the website registration procedure. You can also make a written request for an estimate to the Fund Office. The estimated pension benefit generated by the Estimator

or the Fund Office could change if changes are made to the Plan or if you earn additional Covered Earnings or retire on a different date than the one used in your estimate. The Estimator is designed to provide a reliable estimate, but please keep in mind that it is only an estimate − the amount of your or your survivor's actual benefit is not final until you have applied and the Fund has provided you with a final benefit amount.

How a Regular Pension Benefit Is Paid

Your Regular Pension Benefit may be paid in any of the following ways:

1. Cash-out

If the actuarial equivalent present value of all pension benefits under the Plan expected to be paid to you over your lifetime is $7,000 or less at your Pension Effective Date, your Regular Pension Benefit will be payable to you only in the form of a lump sum Cash-out and the Single Life Benefit and Joint and Survivor forms of benefit described below will not apply. The Fund Office will notify you if your benefit will be paid as a Cash-out after you complete your application for your pension benefit.

About Actuarial Equivalence

Pension plans are generally designed to produce a benefit that starts at normal retirement age – usually age 65. For payments made starting at earlier ages, to be equivalent in value to payments starting at age 65, the amount has to be reduced. This is true for two reasons:

1. The early retirement benefit would be paid for a longer period of time. So, to have the same value as the normal retirement benefit, the amount of the payments needs to be reduced.
2. The early retirement benefit would be paid sooner. Money paid now is worth more than money paid later. That's because when money comes out of the plan early, that money isn't available to earn investment income for as long a period of time. And it is worth more to the person who got the money earlier because they can invest it for longer. (This is sometimes referred to as the time value of money.)

The reduced benefit is considered the "actuarial equivalent" amount of the age-65 benefit. The Plan has an interest rate and a longevity assumption that are used to determine the equivalent values. An actuarial reduction isn't a penalty. It is just a mechanism for making the early benefit equivalent in value to the age-65 benefit. "Actuarial equivalent" assumptions are also used to convert the Single Life Benefit form of payment to the Cash-out amount.

2. Single Life Benefit

The Single Life Benefit provides monthly payments for as long as you live with no continuing survivor payments after your death. If you are not Married at your Pension Effective Date, the normal form of pension benefit payment is the Single Life Benefit.

Prior to June 1, 2010, the Single Life Benefit included a guaranteed amount feature. The pre-June 1, 2010 rules continue to apply if the Participant's Pension Effective Date was prior to June 1, 2010, and their pension benefit is based, at least in part, on contributions earned prior to January 1, 2004. See Appendix B on page 64.

Example 1: You begin to receive your pension in October 2026 at age 62. Your monthly pension benefit paid in the form of a Single Life Benefit is $881.54, calculated by adding the benefits earned during each Benefit Period. You will receive this pension benefit each month for your lifetime. Benefits will end at your death.

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 62 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 9,240.00	92	$ 3.36	$ 309.12
B	$ 4,190.00	42	$ 2.53	$ 106.26
C	$ 6,800.00	68	$ 2.35	$ 159.80
D	$ 3,649.00	36	$ 1.45	$ 52.20
E	$35,276.00	353	$ 0.72	$ 254.16
			Total benefit	$ 881.54

Example 2: You begin to receive your pension in December 2025 at age 58. Your monthly pension benefit paid in the form of a Single Life Benefit is $169.37, calculated by adding the benefits earned during each Benefit Period. You will receive this pension benefit each month for your lifetime. Benefits will end at your death.

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 58 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 50.00	1	$ 2.26	$ 2.26
B	$ 40.00	0	$ 1.70	$ 0.00
C	$ 1,214.00	12	$ 1.58	$ 18.96
D	$ 3,335.00	33	$ 0.97	$ 32.01
E	$ 23,684.00	237	$ 0.49	$ 116.13
			Total benefit	$ 169.36

See chart on page 15 for Benefit Multipliers by Benefit Period.

3. The 50% Joint and Survivor Benefit

The 50% Joint and Survivor Benefit provides monthly pension benefits to you for your lifetime and, if your Joint Annuitant is still living when you die, monthly survivor benefits to your Joint Annuitant for their lifetime equal to 50% of your monthly benefit. If you are Married at your Pension Effective Date, the normal form of payment is a 50% Joint and Survivor Benefit, with your Spouse as the Joint Annuitant. Under a 50% Joint and Survivor Benefit, your monthly payments are lower than under a Single Life Benefit because the payment period is expected to extend over two lifetimes – yours and your Joint Annuitant's. If your Joint Annuitant survives you (even if your Joint Annuitant is your Spouse and you get divorced after your Pension Effective Date), they will receive a survivor benefit equal to 50% of your monthly benefit for the rest of their life. If your Joint Annuitant dies *before* you do, your monthly payments will not change and, after you die, no further benefits will be paid. The amount of your monthly Regular Pension Benefit as a 50% Joint and Survivor Benefit depends on the age difference between you and your Joint Annuitant. The table on the next page shows the percentage reductions for up to a 10-year difference in age.

The factor cannot be greater than 99%.

50% JOINT AND SURVIVOR BENEFIT AS A PERCENTAGE OF A SINGLE LIFE BENEFIT		
Full Years Difference in Age	**If You Are Older Than Your Joint Annuitant**	**If You Are Younger Than Your Joint Annuitant**
0	93.2%	
1	92.7%	93.7%
2	92.2%	94.2%
3	91.7%	94.7%
4	91.2%	95.2%
5	90.7%	95.7%
6	90.2%	96.2%
7	89.7%	96.7%
8	89.2%	97.2%
9	88.7%	97.7%
10	88.2%	98.2%

If the age difference between you and your Joint Annuitant is greater than 10 years, and you would like to know the factor that will apply, contact the Fund Office.

Example: You begin to receive your Initial Pension Benefit on December 1, 2025 at age 55. Your Spouse, who is your Joint Annuitant, is two years younger than you. Your monthly benefit paid in the form of a 50% Joint and Survivor Benefit is $244.66, calculated by adding the benefits earned during each Benefit Period and reduced by the 50% Joint and Survivor Benefit reduction factor as follows:

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 55 Benefit Multiplier	Pension Benefit as a Single Life Benefit	Pension Benefit as a 50% Joint & Survivor Benefit (92.2% of Single Life Benefit)
A	$ 1,347.00	13	$ 1.70	$ 22.10	$ 20.38
B	$ 5,290.00	53	$ 1.28	$ 67.84	$ 62.55
C	$ 3,538.00	35	$ 1.19	$ 41.65	$ 38.40
D	$ 1,736.00	17	$ 0.73	$ 12.41	$ 11.44
E	$ 32,849.00	328	$ 0.37	$ 121.36	$ 111.89
			Total Benefit	$ 265.36	$ 244.66

If you die before your Spouse, your Spouse will receive monthly payments of $122.33 ($244.66 x 50%) for the rest of their life. If your Spouse dies before you, your monthly payments will not change and, after you die, no further benefits will be paid.

Prior to June 1, 2010, the 50% Joint and Survivor Benefit included a 60-month guarantee. The pre-June 1, 2010 rules continue to apply if the Participant's Pension Effective Date was prior to June 1, 2010, and their pension benefit is based, at least in part, on benefit-eligible contributions earned prior to January 1, 2004. See Appendix B on page 64 for details.

4. The 75 % Joint and Survivor Benefit

Under a 75% Joint and Survivor Benefit, monthly payments to you are lower than under a Single Life Benefit because the payment period is expected to extend over two lifetimes – yours and your surviving Joint Annuitant's. Your monthly payments under a 75% Joint and Survivor Benefit are also lower than under a 50% Joint and Survivor Benefit because your Joint Annuitant will receive larger monthly payments after your death. If your Joint Annuitant survives you (even if your Joint Annuitant is your Spouse and you get divorced after your Pension Effective Date), they will receive a survivor benefit equal to 75% of your monthly benefit for the rest of their life. If your Joint Annuitant dies before you do, your monthly payments will not change and, after you die, no further benefits will be paid. The amount of your monthly Regular Pension Benefit as a 75% Joint and Survivor Benefit depends on the age difference between you and your Joint Annuitant. The table below shows the percentage reductions for up to a 10-year difference in age.

The factor cannot be greater than 99%.

	75% JOINT AND SURVIVOR BENEFIT AS A PERCENTAGE OF A SINGLE LIFE BENEFIT	
Full Years Difference in Age	**If You Are Older Than Your Joint Annuitant**	**If You Are Younger Than Your Joint Annuitant**
0	90.2%	
1	89.6%	90.8%
2	89.0%	91.4%
3	88.4%	92.0%
4	87.8%	92.6%
5	87.2%	93.2%
6	86.6%	93.8%
7	86.0%	94.4%
8	85.4%	95.0%
9	84.8%	95.6%
10	84.2%	96.2%

If the age difference between you and your Joint Annuitant is greater than 10 years, and you would like to know the factor that will apply, contact the Fund Office.

If your Joint Annuitant is not your Spouse, the 75% Joint and Survivor Benefit is not available if your non-spouse Joint Annuitant is more than 19 years younger than you. If you would like to know if your non-Spouse is eligible for the 75% Joint and Survivor Benefit, contact the Fund Office.

Example: You begin to receive your Initial Pension Benefit on May 1, 2025 at age 64. Your non-Spouse Joint Annuitant is six years younger than you. Your monthly pension benefit paid in the form of a 75% Joint and Survivor Benefit is $1,052.38, calculated by adding the benefits earned during each Benefit Period and reduced by the 75% Joint and Survivor Benefit reduction factor as follows:

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 64 Benefit Multiplier	Pension Benefit as a Single Life Benefit	Pension Benefit as a 75% Joint & Survivor Benefit (86.6% of Single Life Benefit)
A	$ 4,768.00	48	$ 4.16	$ 199.68	$ 172.92
B	$ 6,966.00	70	$ 3.13	$ 219.10	$ 189.74
C	$ 4,035.00	40	$ 2.91	$ 116.40	$ 100.80
D	$ 3,566.00	36	$ 1.79	$ 64.44	$ 55.81
E	$ 68,420.00	684	$ 0.90	$ 615.60	$ 533.11
			Total Benefit	$ 1,215.22	$ 1,052.38

If you die before your Joint Annuitant, your Joint Annuitant will receive monthly payments of $789.29 ($1,052.38 x 75%) for the rest of their life. If the Joint Annuitant dies before you, your monthly payments will not change and, after you die, no further benefits will be paid.

5. Benefit Payment Forms You May Choose

- If You Are Not Married at Your Pension Effective Date

  Instead of a Single Life Benefit (the normal payment form), you may choose to receive a 50% Joint and Survivor Benefit with a Joint Annuitant of your choice (as described on page 18), or you may choose a 75% Joint and Survivor Benefit with a Joint Annuitant of your choice (described on page 20).

- If You Are Married at Your Pension Effective Date

  You may choose a benefit payment form other than the 50% or 75% Joint and Survivor Benefit with your Spouse as the Joint Annuitant only with your Spouse's written consent. The other Choices are the Single Life Benefit (see page 17), or a 50% or 75% Joint and Survivor Benefit (see page 18 and 20) with someone other than your Spouse as your Joint Annuitant.

The Fund Office will supply you with a spousal consent form along with a written explanation of these alternative payment forms, and the consequences of rejecting the 50% Joint and Survivor Benefit with your Spouse as the Joint Annuitant. Your Pension Effective Date may not be later than 180 days after the Fund Office sends you this information.

The joint and survivor benefit percentage reductions, which are based on the age difference between you and your Joint Annuitant, will apply to the 50% Joint and Survivor Benefit and the 75% Joint and Survivor Benefit. The percentage reductions for the 50% Joint and Survivor Benefit are in the chart on page 19, and the percentage reductions for the 75% Joint and Survivor Benefit are in the chart on page 20.

6. Changing Your Form of Benefit Payment or Joint Annuitant

- Before the Pension Effective Date

  You may select a form of benefit other than the normal form of benefit (or change a form of benefit that you have already elected) only during the 180 days before your Pension Effective Date. If you are Married, you may select a form of benefit other than the 50% or 75% Joint and Survivor Benefit with your Spouse as your Joint Annuitant only if your Spouse consents to the form of benefit and Joint Annuitant being selected on a form provided by the Fund Office. Once you select a form of benefit payment, you may change your Joint Annuitant or the form of benefit payment before your Pension Effective Date (with additional spousal consent if applicable, unless the change is back to a 50% or 75% Joint and Survivor Benefit with your Spouse as the Joint Annuitant).

- After the Pension Effective Date

  The Joint Annuitant and the form of benefit payment you have elected cannot be changed after your Pension Effective Date.

If You Continue Working in Covered Employment After Normal Retirement Date

If you are still working in Covered Employment when you reach your Normal Retirement Date, you may choose to begin your Regular Pension Benefit and continue working, or postpone commencement of your pension benefit to a later date. Either way, you will continue to be credited with additional contributions made on your behalf.

- If you begin to receive your pension benefit at Normal Retirement Date and continue working in Covered Employment, any additional benefit that you may earn after your Initial Pension Benefit

Effective Date will be added to your monthly benefit. Any additional benefits will be calculated in the same way as Re-determination Benefits, which are explained on page 30.

- If you choose to postpone commencement of your pension benefit until after your Normal Retirement Date, your Regular Pension Benefit amount will be actuarially increased for delayed commencement of benefit payments. See explanation and examples below.

> Your pension benefits are completely separate from your Social Security benefit. Your pension benefits will not be affected by any Social Security benefits you may receive.

If You Stop Working and Postpone Your Pension Benefit Beyond Normal Retirement Date – Deferred Benefit Commencement

If you stop working in Covered Employment at or before you reach your Normal Retirement Date but begin your pension *after* you reach your Normal Retirement Date, your monthly pension benefit will be actuarially increased to account for the shorter period of time over which it is expected that you will receive payments. The Plan uses factors (i.e., interest and mortality assumptions) to make this adjustment resulting in a benefit that is the actuarially equivalent of the benefit that would have been payable at Normal Retirement Date. Therefore, no retroactive payments will be made for your deferred commencement of your pension.

You must begin receiving your pension no later than April 1st following the calendar year in which you reach a designated age, whether or not you are still working in Covered Employment. Your designated age is as follows:

If this occurs:	Then your designated age is:
You reached age 70½ before January 1, 2020	70½
You reached age 70½ on or after January 1, 2020 and age 72 before January 1, 2023	72
You reach age 72 on or after January 1, 2023 and age 73 before January 1, 2033	73
You reach age 73 on or after January 1, 2033	75

If you have not begun to receive your pension before, you will be required to apply for your pension to start by that date. If you do not start receiving your pension benefit by that date, you may be subject to substantial

tax penalties imposed by the Internal Revenue Service.

If you would like an estimate of a deferred pension benefit, visit www.afm-epf.org and log in, then go to Pension Estimator.

Example 1: You begin to receive your pension benefit on June 1, 2025 at age 66 and three months. Your monthly benefit at your Normal Retirement Date is $269.00. Because you are age 66 and three months at your Pension Effective Date, the monthly benefit is adjusted to $299.93 to account for the fact that the benefit did not begin to be paid at Normal Retirement Date. Your benefit is calculated as follows:

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 65 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 0.00	0	$ 4.65	$ 0.00
B	$ 2,519.00	25	$ 3.50	$ 87.50
C	$ 1,365.00	14	$ 3.25	$ 45.50
D	$ 255.00	3	$ 2.00	$ 6.00
E	$ 12,986.00	130	$ 1.00	$ 130.00
	Benefit at Normal Retirement Date			$ 269.00
	Plus 11.50% actuarial adjustment for deferred benefit commencement			X 1.115*
	Benefit as a Single Life Benefit			$ 299.93

Example 2: You begin to receive your pension on January 1, 2026 at age 68 and five months. Your monthly benefit at their Normal Retirement Date is $2,382.10. Because you are age 68 and five months at the Pension Effective Date your benefit is adjusted to $3,215.84 to account for the fact that the benefit did not begin to be paid at Normal Retirement Date. Your benefit is calculated as follows:

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 65 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 12,396.00	124	$ 4.65	$ 576.60
B	$ 23,026.00	230	$ 3.50	$ 805.00
C	$ 13,047.00	130	$ 3.25	$ 422.50
D	$ 5,959.00	60	$ 2.00	$ 120.00
E	$ 45,815.00	458	$ 1.00	$ 458.00
	Benefit at Normal Retirement Date			$ 2,382.10
	Plus 35.0% actuarial adjustment for deferred benefit commencement			X 1.35*
	Benefit as a Single Life Benefit			$ 3,215.84

*These factors are in effect for a deferred pension benefit with a Pension Effective Date on or after June 1, 2010.

DISABILITY PENSION BENEFIT

If you are unable to continue work in Covered Employment because of a disability, you may be eligible for a Disability Pension Benefit. Unless your Disability Pension Benefit ends for one of the reasons set forth below, your benefit will continue for the duration of your lifetime.

Eligibility for a Disability Pension Benefit

You are eligible for a Disability Pension Benefit if you meet all of the following requirements and you file a complete application with the Fund Office and you:

- Stop working in Covered Employment because of a condition of Total Disability;
- Have at least 10 years of Vesting Service;
- Are younger than age 55 (and are therefore not eligible for a Regular Pension);
- Have earned at least one Year of Vesting Service in the three-calendar year period immediately preceding the Pension Effective Date;
- Have not started to receive a Regular Pension Benefit; and
- Are determined to have a Total Disability by the Administrative Committee of the Board of Trustees.

Determining Total Disability

Total Disability is the total and permanent inability to work in Covered Employment as a result of a medically diagnosed physical or mental disease, or injury, and also includes a terminal illness, in all cases as determined by the Administrative Committee in its sole discretion. The Administrative Committee may rely on a Social Security disability award or on the statement of a physician, and may arrange medical examinations or re-examinations at its discretion with a physician of its choice, both before and after approving a Disability Pension Benefit (but not more than once a year). The determination is in the sole and absolute discretion of the Administrative Committee of the Board of Trustees.

How a Disability Pension Benefit Is Calculated

Your monthly Disability Pension Benefit will be calculated using the same method as a Regular Pension Benefit. Your benefit will be actuarially reduced to your age at your Disability Pension Effective Date (see About Actuarial Equivalence on page 16). See page 14 for calculation details.

How a Disability Pension Benefit Is Paid

A Disability Pension Benefit is paid in the same forms and subject to the same rules as a Regular Pension Benefit, as discussed on pages 16 - 22, except that the reduction for the 50% Joint and Survivor Benefit or 75% Joint and Survivor Benefit form of benefit payment is calculated differently.

The table below shows the percentage reductions in the Disability Pension Benefit paid as a 50% Joint and Survivor Benefit from the Single Life Benefit form of benefit payment for up to a 10-year difference in age between you and your Joint Annuitant:

The factor cannot be greater than 99%.

	50% JOINT AND SURVIVOR BENEFIT AS A PERCENTAGE OF A SINGLE LIFE BENEFIT	
Full Years Difference in Age	**If You Are Older than Your Joint Annuitant**	**If You Are Younger than Your Joint Annuitant**
0	89.6%	
1	89.2%	90.0%
2	88.8%	90.4%
3	88.4%	90.8%
4	88.0%	91.2%
5	87.6%	91.6%
6	87.2%	92.0%
7	86.8%	92.4%
8	86.4%	92.8%
9	86.0%	93.2%
10	85.6%	93.6%

If the age difference between you and your Joint Annuitant is greater than 10 years, and you would like to know the factor to apply, contact the fund office.

The table on the next page shows the percentage reductions in the Disability Pension Benefit paid as a 75% Joint and Survivor Benefit from the Single Life Benefit form of benefit payment for up to a 10-year difference in age between you and your Joint Annuitant.

The factor cannot be greater than 99%

75% JOINT AND SURVIVOR BENEFIT AS A PERCENTAGE OF A SINGLE LIFE BENEFIT		
Full Years Difference in Age	**If You Are Older than Your Joint Annuitant**	**If You Are Younger than Your Joint Annuitant**
0	84.5%	
1	84.0%	85.0%
2	83.5%	85.5%
3	83.0%	86.0%
4	82.5%	86.5%
5	82.0%	87.0%
6	81.5%	87.5%
7	81.0%	88.0%
8	80.5%	88.5%
9	80.0%	89.0%
10	79.5%	89.5%

As noted on page 21, you cannot select a 75% Joint and Survivor Benefit with a non-spouse Joint Annuitant if your non-spouse Joint Annuitant is more than 19 years younger than you.

If the age difference between you and your Joint Annuitant is greater than 10 years, and you would like to know the factor to apply, contact the Fund Office.

When a Disability Pension Benefit Ends

Your monthly Disability Pension Benefit payments will end if, prior to age 55 (or prior to age 65 if you commenced your Disability Retirement Benefit prior to March 1, 2004):

- You earn more than $15,000 of Covered Earnings in a calendar year; **or**
- You no longer have a Total Disability (as determined by the Administrative Committee), or you fail to comply with a request by the Administrative Committee that you undergo a medical examination or provide other evidence to confirm the continuation of your Total Disability.

If any of these two events occurs, your disability payments will stop as soon as administratively practical. No further benefits will be paid until you become eligible and apply for a Regular Pension Benefit, or you prove to the Administrative Committee that you still have a condition of Total Disability, or you have become Totally Disabled again, meet all of the eligibility requirements detailed on page 25 and re-apply for a Disability Pension Benefit.

EARNING ADDITIONAL BENEFITS AS A PENSIONER

If you retire and begin to receive monthly pension benefits, you will continue to receive your Initial Pension Benefit even if you later have additional contributions made to the Fund for additional Covered Employment or for the new use or re-use of previously recorded work (subject to the Fund's Early Retirement Procedures; available on www.afm-epf.org). In this case, you will also earn additional pension benefits whenever you have $50 or more of additional benefit-eligible contributions in a calendar year. The amount of your additional pension benefits and when they will be paid depend on your age as discussed below.

1. Additional Pension Benefits Earned Before Your Normal Retirement Date: Re-retirement Pension Benefit

If your Initial Pension Benefit began before your Normal Retirement Date, and you return to Covered Employment and you earn $50 or more of benefit-eligible contributions in at least one calendar year between your Initial Pension Benefit Effective Date and your Normal Retirement Date, a benefit based on benefit-eligible contributions made on your behalf during that period may be paid as of your Normal Retirement Date. This benefit is called a Re-retirement Pension Benefit.

(If your Initial Pension Benefit is a Disability Pension Benefit that began after March 1, 2004, your Re-retirement Pension Benefit is calculated for each year in which you earned $50 or more in benefit-eligible contributions [rounded to the nearest $100] multiplied by the age 65 Benefit Multiplier in effect for each applicable year.)

The Re-retirement Pension Benefit amount is: (i) the total pension benefit calculated as if you had not started receiving an Initial Pension Benefit, (ii) less the actuarial equivalent value of the pension benefits that you already received, (iii) minus the Initial Pension Benefit being paid. This calculation is performed separately for each Benefit Period and the reductions in (ii) and (iii) are calculated on a Single Life Annuity basis, regardless of the benefit form paid to the participant. See the Benefit Multiplier chart on page 15.

Example of the Calculation of a Re-retirement Pension Benefit

Your Initial Pension Effective Date was January 1, 2016 at age 56. Your monthly pension benefit of $427.24 is based on benefit-eligible contributions for Covered Employment through December 31, 2015. You return to work in Covered Employment in December 2017 and earn $5,842 in benefit-eligible contributions for Covered Employment from December 2017 through December 2024. Since you turn 65 on December 18, 2024, you are eligible for a Re-retirement Pension Benefit on your Normal Retirement Date of January 1, 2025.

Re-retirement Calculation						
	Benefit Periods					
	A	B	C	D	E	Total
Your hypothetical age-65 benefit using all benefit-eligible contributions made on your behalf	($15,875 ÷ 100) x $4.65 = $739.35	($2,025 ÷ 100) x $3.50 = $70.00	($5,940 ÷ 100) x $3.25 = $191.75	($495 ÷ 100) x $2.00 = $10.00	($11,568 ÷ 100) x $1.00 = $116.00	$ 1,127.10
LESS the monthly actuarial equivalent values of the total benefits you have received	-$212.55 ($295.74 x 108 months = $31,939.92* ÷ 150.27**)	-$20.12 ($28.00 x 108 months = $3,024.00* ÷ 150.27**)	-$55.12 ($76.70 x 108 months = $8,283.60* ÷ 150.27**)	-$2.88 ($4.00 x 108 months = $432.00* ÷ 150.27**)	-$16.39 ($22.80 x 108 months = $2,462.40* ÷ 150.27**)	-$ 307.06
LESS the monthly pension benefit you are receiving at your Normal Retirement Date	-$ 295.74	-$ 28.00	$ 76.70	$ 4.00	$ 22.80	-$ 427.24
Re-retirement Pension Benefit	-$ 231.06	$ 21.88	$ 59.93	$ 3.12	$ 76.81	$ 392.80

*Total benefits paid from Initial Pension Effective Date to the month before the Re-retirement Pension Effective Date.
**If the Initial Pension Effective Date was before 6/1/2010, the factor used to determine the actuarial equivalent value of the Benefit Period A portion of the benefit is the age 65 factor for the Plan Year beginning 4/1/2010. Since the Initial Pension Effective Date was on or after 6/1/2010 the factor used would be the age 65 factor for the Plan Year beginning 1/1/2025 as it is for the Benefit Period B portion of the benefit.

Result: An additional monthly Re-retirement benefit of $392.80 as a Single Life Benefit.

How a Re-retirement Pension Benefit Is Paid

A Re-retirement Pension Benefit is available in the same payment forms as a Regular Pension Benefit (see pages 16 - 22). You may elect to have your Re-retirement Pension Benefit paid in a form different from the form of benefit payment you elected for your Initial Pension Benefit and you may elect a different joint annuitant. Note that whatever form of benefit payment you select for your Re-retirement Pension Benefit will also apply to any Re-determination Benefits that you may earn in the future. However, the form of benefit payment that you chose for your Initial Pension Benefit cannot be changed.

2. Additional Pension Benefits Earned After Normal Retirement Date: Re-determination Benefits

After your Initial Pension Benefit begins and, if applicable, your Re-retirement Pension Benefit begins, if you have further benefit-eligible contributions of $50 or more in a calendar year for any Benefit Period after Normal Retirement Age, you will earn additional pension benefits referred to as a Re-determination Benefit. A Re-determination Benefit is calculated each July 1 based on the benefit-eligible contributions received by the Fund in the previous calendar year (or, if earlier, the date on which the Fund determines that the Employer was obligated to make the contributions). The Re-determination Benefit is based on the age-65 Benefit Multiplier in effect at the end of the previous calendar year and is reduced, or offset, by the actuarial equivalent of any Re-determination Benefit you received in the previous year that is based on benefit-eligible contributions earned after 2003 (also referred to as the “Offset Amount”).

Example 1: After your Re-retirement Pension Effective Date in 2019 at age 65, the Fund receives an additional $2,300 of benefit-eligible contributions resulting in a Re-determination Benefit of $23.00 [($2,300/100) x $1.00] beginning July 1, 2020. You continue working in Covered Employment and contributions are received by the Fund each year through 2024. Here is how your Re-determination Benefits would be calculated:

		A	B	C	D	E
Redeter-mination Benefit Effective Date	**Age at Redeter-mination Benefit Effective Date**	**Benefit-eligible contributions received in previous calendar year**	**Monthly Benefit as a Single Life Benefit before Offset (amount from Column A rounded to nearest $100/100 X Benefit Multiplier in effect on 12/31 of previous year)**	**Offset Amount**	**Monthly Redetermination Benefit Commencing on Effective Date (Column B minus Column C)**	**Total Monthly Redetermination Benefit (Column D + Column E from previous year)**
7/1/2020	66	$ 2,300.00	$ 23.00	$0.00	$ 23.00	$ 23.00
7/1/2021	67	$ 1,250.00	$ 13.00	$23.00 x 6 = $138.00/183.7548 = $0.75	$ 12.25	$ 35.25
7/1/2022	68	$ 1,700.00	$ 17.00	(($23.00 x 12 = $276.00) + ($12.25 x 6 = $73.50))/172.1580 = $2.03	$ 14.97	$ 50.22
7/1/2023	69	$ 875.00	$ 9.00	(($35.25 x 12 = $423.00) + ($14.97 x 6 = $89.82))/136.4760 = $3.76	$ 5.24	$ 55.46
7/1/2024	70	$ 0.00	$ 0.00	(($50.22 x 12 = $602.64) + ($5.24 x 6 = $31.44))/129.9864 = $4.88	$ 0.00	$ 55.46
7/1/2025	71	$ 538.00	$ 5.00	$55.46 x 12 = $665.52/127.6908 = $5.21	$ 0.00	$ 55.46

Example 2: After your Initial Pension Benefit Effective Date in 2018 at your Normal Retirement Date, you earn an additional $4,100 of benefit-eligible contributions resulting in a Re-determination Benefit of $41.00 [($4,100/100) x $1.00] beginning July 1, 2019. You continue working in Covered Employment and contributions are received by the Fund each year through 2024. Here is how your Re-determination Benefits would be calculated:

		A	B	C	D	E
Redeter-mination Benefit Effective Date	**Age at Redeter-mination Benefit Effective Date**	**Benefit-eligible contributions received in previous calendar year**	**Monthly Benefit as a Single Life Benefit before Offset (amount from Column A rounded to nearest $100/100 X Benefit Multiplier in effect on 12/31 of previous year)**	**Offset Amount**	**Monthly Redetermination Benefit Commencing on Effective Date (Column B minus Column C)**	**Total Monthly Redetermination Benefit (Column D + Column E from previous year)**
7/1/2019	66	$ 4,100.00	$ 41.00	$0.00	$ 41.00	$ 41.00
7/1/2020	67	$ 4,350.00	$ 44.00	$41.00 x 6 = $246.00/170.4564 = $1.44	$ 42.56	$ 83.56
7/1/2021	68	$ 4,500.00	$ 45.00	(($41.00 x 12 = $492.00) + ($42.56 x 6 = $255.36))/178.1136 = $4.20	$ 40.80	$ 124.36
7/1/2022	69	$ 4,500.00	$ 45.00	(($83.56 x 12 = $1,002.72) + ($40.80 x 6 = $244.80))/166.6092 = $7.49	$ 37.51	$ 161.87
7/1/2023	70	$ 4,650.00	$ 47.00	(($124.36 x 12 = $1,492.32) + ($37.51 x 6 = $225.06))/132.5292 = $12.96	$ 34.04	$ 195.91
7/1/2024	71	$ 4,650.00	$ 47.00	(($161.87 x 12 = $1,942.44) + ($34.04 x 6 = $204.24))/125.9628 = $17.04	$ 29.96	$ 225.87
7/1/2025	72	$ 3,000.00	$ 30.00	(($195.91 x 12 = $2,350.92) + ($29.96 x 6 = $179.76))/123.5880 = $20.48	$ 9.52	$235.39

NOTE: The factors used in examples 1 and 2 to determine actuarial equivalent value in the Offset Amount Calculations (column C) are based on the Re-determination Benefit Effective Date and the Participant's age on that date. These factors change annually.

How Re-determination Benefits Are Paid

- If you are receiving a Re-retirement Pension Benefit (described earlier in this section), you will receive Re-determination Benefits in the same form as your Re-retirement Pension Benefit.
- If your Initial Pension Benefit Effective Date was on or after your Normal Retirement Date (in which case you would not receive a Re-retirement Pension Benefit), you will receive Re-determination Benefits in the same form as your Initial Pension Benefit.
- If your Initial Pension Benefit Effective Date was before your Normal Retirement Date and you are *not* receiving a Re-retirement Pension Benefit (described earlier in this section), your first Re-determination Benefit is available in the same forms of benefit payment as a Regular Pension Benefit (see pages 16 - 22). In such case, you will have the opportunity to select the payment form for your Re-determination Benefit (subject to spousal waiver, as applicable). The form of payment you elect for your Re-determination Benefit can be different than the form of benefit payment you elected for your Initial Pension Benefit.

Note that whatever form of benefit payment you select for your first Re-determination Benefit will also apply to any subsequent Re-determination Benefits that you earn.

The form of benefit that you chose for your Initial Pension Benefit and Re-retirement Pension Benefit, if applicable, cannot be changed.

POST-RETIREMENT DEATH BENEFITS

If you die *after* your pension benefit begins, the benefit that is payable upon your death, if any, depends on the form of benefit payment you elected at your Initial Pension Benefit Effective Date and/or your Re-retirement Pension Benefit Effective Date, if applicable.

- If your pension benefit was being paid as a 50% Joint and Survivor Benefit, your Joint Annuitant will receive 50% of your monthly benefit for their life. See page 18.
- If your pension benefit was being paid as a 75% Joint and Survivor Benefit, your Joint Annuitant will receive 75% of your monthly benefit for their life. See page 20.
- If your pension benefit was being paid as a Single Life Benefit, no further benefit will be paid. See page 17.

Pension benefits with a Pension Effective Date before June 1, 2010 may include a guaranteed amount feature (if paid as a Single Life Benefit). See Appendix B on page 64 for details.

When You Die

Your Spouse or Joint Annuitant should contact the Fund Office as soon as possible following your death. The Fund Office will need a certified copy of your death certificate.

Upon notification of your death, the Fund Office will begin the process to stop your pension payments. If a pension payment is made to you after your death, the payment must be returned to the Fund Office.

If a survivor benefit is payable after your death, a Death Benefit Application must be completed. The Death Benefit Application can be downloaded from the Applications and Forms section on the Fund's website at www.afm-epf.org, or may be requested by contacting the Fund Office. The Death Benefit Application, which must be signed in the presence of a notary public, describes in detail the information and documents that must be received by the Fund Office before any death benefit may be paid.

PRE-RETIREMENT DEATH BENEFITS

If you die before your Initial Pension Benefit or your Re-retirement Pension Benefit begins to be paid to you, the Fund will pay benefits to your eligible Spouse or Beneficiary (if you are not Married) on the date of your death.

> Participants who have not begun to receive a pension benefit or are receiving pension benefits and subsequently earned additional re-retirement benefits before their Normal Retirement Date should complete and return to the Fund Office a Pre-retirement Death Benefit Beneficiary Designation form as described below. If there is no such form on file at the Fund Office and you are not Married on the date of your death (for example, your Spouse dies before you) **no Pre-retirement Death Benefit will be paid**.

Designating the Beneficiary of Your Pre-retirement Death Benefit

You may designate up to three people (or if greater, the number of your natural and adopted children) as primary Beneficiaries of your Pre-retirement Death Benefit. In addition, you may designate up to three people (or if greater, the number of your natural and adopted children) as alternate Beneficiaries of your Pre-retirement Death Benefit. All designations must be made on the form provided by the Fund Office. The alternate Beneficiary(ies) will receive the benefit only if all primary Beneficiaries die before you or at the same time as you. An entity, such as a trust, an estate, or educational institution, cannot be a Beneficiary. If your Beneficiary is a minor child, additional actions are required (contact the Fund Office for details).

If you name more than one primary and/or alternate Beneficiary and do not specify the percentage of the benefit you wish each to receive, the benefit will be divided equally among all primary Beneficiaries or alternate Beneficiaries, if there are no surviving primary Beneficiaries. The share of any of the primary Beneficiaries who pre-decease you will be divided among the remaining primary Beneficiary(ies) who survive you based on the pro rata percentage of benefit that you designate. The same pro rata method will apply to the alternate Beneficiary(ies) if there is no surviving primary Beneficiary. If you are Married at the time of your death, your Spouse will automatically be your only Beneficiary even if you have designated someone else as your primary or alternate Beneficiary. **If you are not Married and there are no living Beneficiaries upon your death, no Pre-retirement Death Benefit is payable and it is entirely forfeited. Please be sure to complete a beneficiary designation form so that it is not forfeited.**

If your family status changes (a marriage, divorce, death, or the birth or adoption of a child) before you begin to receive your pension, it's important to review your beneficiary designation. Your change in status will not necessarily result in an automatic change in beneficiary. Instead, the most recent beneficiary designation form on record at the Fund Office determines who will be the Beneficiary of your Pre-retirement Death Benefit, if any (unless you are Married at the time of your death, as described above.)

In order to designate a Beneficiary, as well as change your Beneficiary designation, for the Pre-retirement Death Benefit, you must complete the Pre-retirement Death Benefit Beneficiary Designation Form and return it to the Fund Office. Registered participants may designate beneficiaries on the Fund's website at www.afm-epf.org. You may also download the form from the Applications and Forms section on the Fund's website, or you may request the form from the Fund Office. Registered participants can view or change beneficiary designations online. Non-registered participants may make a written request for a report of your Beneficiary designation from the Fund Office.

Eligibility for a Pre-retirement Death Benefit

If you die *before* your Initial Pension Benefit begins *and you are vested*, your Spouse (if you are Married at the date of your death) or designated Beneficiary (if you are not Married at the date of your death) will be eligible for a Pre-retirement Death Benefit based on all the benefit-eligible contributions credited on your behalf to your date of death.

If you are not Married and die without having designated a primary or alternate Beneficiary(ies) on the Fund's beneficiary designation form, or if there is no primary or alternate Beneficiary living on the date of your death, *no Pre-retirement Death Benefit will be paid.*

If you begin to receive your Initial Pension Benefit before your Normal Retirement Date, return to work in Covered Employment and earn a Re-retirement Pension Benefit (as described on page 28), and die before your Normal Retirement Date, your Spouse (if you are Married at the date of your death) or designated Beneficiary (if you are not Married at the date of your death) may be eligible for a Pre-Re-retirement Death Benefit based on the benefit-eligible contributions credited on your behalf from your Initial Pension Benefit Effective Date to your date of death.

How a Pre-retirement Death Benefit Is Calculated

The amount of a Pre-retirement Death Benefit will depend on your age at your date of death and the number of full years of difference in age between you and your Spouse or Beneficiary.

- If you are age 55 or older at your death, your Spouse or other Beneficiary will receive the same monthly benefit that they would have received as a Joint Annuitant if, instead of dying, you began to receive a 50% Joint and Survivor Benefit starting the month after your death and you died the next day.
- If you are younger than age 55 at your death, your Spouse or other Beneficiary will receive the same monthly benefit that they would have received as a Joint Annuitant if, instead of dying, you left Covered Employment on your date of death and began to receive a 50% Joint and Survivor Benefit at your age on the first of the month following your date of death.

Example 1: A Participant dies at age 57. They are survived by their Spouse, who is age 54. Their spouse will receive the same monthly benefit that they would have received as a Joint Annuitant if, instead of dying, the Participant had begun receiving a 50% Joint and Survivor Benefit starting the month after their death and died the next day. The spouse will receive the survivor benefit for their lifetime.

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 57 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 2,178.00	22	$ 2.05	$ 45.10
B	$ 20,026.00	200	$ 1.54	$ 308.00
C	$ 11,369.00	114	$ 1.43	$ 163.02
D	$ 4,663.00	47	$ 0.88	$ 41.36
E	$ 47,923.00	479	$ 0.44	$ 210.76
Single Life Benefit				$ 768.24
Pension as a 50% Joint & Survivor Benefit (91.7% of Single Life Benefit, see page 19)				$ 704.48
Survivor Benefit (beginning on the first of the month following the Participant's date of death)				$ 352.24

Example 2: A Participant dies at age 51. Prior to the Participant's death they named a primary Beneficiary using the Fund's Pre-retirement Death Benefit Beneficiary Designation form. The Beneficiary is age 57. The Beneficiary will receive the same monthly benefit that they would have received as a Joint Annuitant if, instead of dying, the Participant had begun receiving a 50% Joint and Survivor Benefit actuarially reduced to age 51 starting the month after their death and died the next day. The Beneficiary will receive the survivor benefit for their lifetime.

Benefit Period	Total Benefit-Eligible Contributions	Benefit-Eligible Contributions (rounded to the nearest $100)/100	Age 55 Benefit Multiplier	Pension Benefit as a Single Life Benefit
A	$ 2,793.00	28	$ 1.70	$ 47.60
B	$ 16,458.00	165	$ 1.28	$ 211.20
C	$ 8,921.00	89	$ 1.19	$ 105.91
D	$ 2,890.00	29	$ 0.73	$ 21.17
E	$31,487.00	315	$ 0.37	$ 116.55
Single Life Benefit at age 55				$ 502.43
Single Life Benefit at age 51 (Actuarial reduction is 76.85% of age 55 Single Life Benefit*)				$ 386.12
50% Joint & Survivor Benefit at age 51 (96.2% of age 51 Single Life Benefit)				$ 371.45
Survivor Benefit (beginning the first of the month following the Participant's date of death)				$ 185.73

*The factor is for the Plan Year beginning 1/1/2025. The factors change every year on January 1st.

How a Pre-retirement Death Benefit Is Paid

The Pre-retirement Death Benefit will be paid as a:

- Monthly benefit for the life of your Spouse or Beneficiary; **or**
- Cash-out if the actuarial equivalent lump-sum value of the monthly benefit is $7,000 or less.

Timing of the Pre-retirement Death Benefit

If your Spouse or Beneficiary applies for the death benefit in time for it to begin to be paid within six (6) months after the first day of the month following your death, the death benefit will be paid retroactive to that date. This means that your Spouse's or Beneficiary's first payment will include an amount equal to the additional monthly payments (without interest) that they would have received if payments had begun on the first day of the month following your death.

If your Spouse or Beneficiary does not apply for the death benefit in time for it to begin to be paid within six (6) months after the first day of the month following your death, no retroactive payment will be made. Instead, the benefit may be actuarially adjusted to account for the later commencement. Additionally, any actuarial adjustment

applicable to the death benefit will be based on the age you would have reached (in whole years) as of the benefit commencement date, rather than the date of death.

If you die before distributions begin and your Spouse does not elect to begin death benefits as described above, they must begin by December 31 of the calendar year when you would have attained the age the Internal Revenue Service requires benefits to start. See the section "If You Stop Working and Postpone Your Pension Benefit Beyond Normal Retirement Date – Deferred Benefit Commencement" for more details. If you die before distributions begin and your Normal Retirement Date, your non-spouse Beneficiary's benefit begins as soon as practicable following your death, upon application by your Beneficiary. If your Beneficiary does not elect to begin death benefits as described above, they must begin by December 31 of the calendar year immediately following the year of your death.

Pre-retirement Death Benefits are only paid after the Fund Office has received a complete application from your Spouse or Beneficiary. If the application (and all required accompanying documentation) is received by the Fund Office on or before the 15th day of any month, the benefit will begin on the first of the following month. If the application is received by the Fund Office after the 15th day of the month, the benefit will begin on the first day of the second following month. The Pre-retirement Death Benefit application is available in the Applications and Forms section on the Fund's website at www.afm-epf.org or by contacting the Fund Office.

OTHER INFORMATION

Applying for Your Pension Benefit – The Two-Part Pension Application

In order to receive your pension benefit, you must file a complete two-part Pension Application, and submit all required supporting documents, within the required time periods. Your failure to file a complete Pension Application will be deemed to be an election to defer payment of your benefit, and your benefit will not start until you file a complete Application.

Part 1: Preliminary Information form

Part 1 of the Pension Application consists of the Preliminary Information form, along with a notice describing the Plan's early retirement procedures. Registered participants may complete Part 1 of the Pension Application on the Fund's website at www.afm-epf.org. Part 1 is also available from the Fund Office or in the Applications and Forms section on the Fund's website.

You must complete the Preliminary Information form and return it to the Fund Office, along with all required documents described in the Preliminary Information form (for example, proof of age, marriage, and divorce documents), at least 90 days but not more than 180 days before the date that you request as your Pension Effective Date on the Preliminary Information form. The Fund Office must have the required documents to verify your age, your marital status, the age of your Spouse, if applicable, and, **if you are divorced.** If you have a Domestic Relations Order as part of your divorce, you must submit it to the Fund Office immediately. If you do not have your birth certificate or marriage certificate, you may be able to request them from the office of vital statistics in the state where you were born or married. If you do not have your divorce decree or divorce settlement agreement, you may be able to obtain them from the court that granted your divorce.

If you do not return a completed Preliminary Information form and all required documents at least 90 days before the Pension Effective Date you request on the Preliminary Information form, your Pension Effective Date may be later.

The Fund Office will notify you in writing:

1. When Part 1 of the Pension Application is complete;
2. If you are not eligible for a pension benefit; or

3. If additional items are needed to complete Part 1 of the Pension Application. If you do not provide the additional requested items within 60 days of the date of the Fund's request, your application will expire and you will need to begin the application process again by completing and returning a new Preliminary Information form.

Part 2: The Choice of Benefit Payment Option form

After the Fund Office has received your complete Preliminary Information form, including all required documents, the Fund Office will begin the work necessary to send you Part 2 of the Pension Application, which consists of:

- A "Choice of Benefit Payment Option" form for you to choose how your pension benefit will be paid;
- An explanation of the benefit payment options;
- An explanation of your Spouse's rights with respect to the available benefit payment options and the financial effect of waiving the normal form of benefit payment; and
- Your earliest Pension Effective Date.

You must return a fully completed Part 2 of the Pension Application (Choice of Benefit Payment Option form and spousal consent form, if required) before your actual Pension Effective Date can be determined.

Your Pension Effective Date

Your Pension Effective Date is the first day of the first month for which you receive a pension benefit. Your Pension Effective Date is determined depending on the date the Fund Office receives your complete Part 2 of the Pension Application (Choice of Benefit Payment Option form and spousal consent form, if required):

- If these forms are received at the Fund Office *on or before the 15th day of the month* immediately before the earliest Pension Effective Date indicated on your Part 2 application, your Pension Effective Date is the first day of the following month. If the forms are received on or before the 15th day of the month that is at least two calendar months before the Earliest Pension Effective Date indicated on your Part 2 application, you may request an earlier Pension Effective Date. Such earlier Pension Effective Date may be the 1st day of any calendar month between the date Part 2 of the pension application is received by the Fund Office and the earliest Pension Effective Date.
- If the forms are received at the Fund Office *after the 15th day of the month* immediately before the Earliest Pension Effective Date indicated on your Part 2 application, your Pension Effective Date will be the first day of the second month following the Fund Office's receipt of your forms.

- If the forms are received at the Fund Office *on or after the Earliest Pension Effective Date* indicated on your Part 2 application, your Pension Effective Date will be the first day of the following month if the forms are received on or before the 15th day of the month, or the first day of the second month following receipt if the forms are received after the 15th day of the month.
- You may choose a later Pension Effective Date.
- Your Pension Effective Date will not change if there is an administrative delay in processing your benefits. In that case, you will receive benefits retroactive to your Pension Effective Date.

> If your Pension Effective Date would be more than 180 days after you were provided with Part 2 of the Pension Application, then your application will expire, and you will need to begin the application process again by completing and returning a new Part 1 of the Pension Application.

Example 1: You complete Part 1 of the Pension Application, requesting a Pension Effective Date of July 1, and return it to the Fund Office. The Fund Office determines that it is complete, and then prepares and sends you Part 2 of the Application (Choice of Benefit Payment Options form and spousal consent form, if applicable). If you complete and send back these forms and they are received at the Fund Office on or before June 15, your Pension Effective Date will be July 1. If the forms are received at the Fund Office after June 15, but before July 16, your Pension Effective Date will be August 1.

Example 2: You complete Part 1 of the Pension Application, requesting a Pension Effective Date of April 1, and return it to the Fund Office. The Fund Office determines that it is incomplete and asks you for the information and documents needed to complete Part 1 of the Application. You complete Part 1, and the required documents are received by the Fund Office on March 1. The work needed to send you Part 2 of the Pension Application (Choice of Benefit Payment Option form and spousal consent form, if applicable) is completed in late March. If you return the completed Part 2 and it is received at the Fund Office on or before April 15, your Pension Effective Date will be May 1. If the forms are received at the Fund Office after April 15, but before May 16, your Pension Effective Date will be June 1.

Example 3: You complete Part 1 of the Pension Application, requesting a Pension Effective Date of July 1, and return it to the Fund Office. The Fund Office determines that it is complete, and then prepares and sends you Part 2 of the Application (Choice of Benefit Payment Options form and spousal consent form, if applicable). You return the completed forms, and they are received at the Fund Office on June 15. Your Pension Effective Date will be

July 1. Due to an administrative processing delay, however, your payments do not actually start until August 1. Your first payment will include both a payment of your August pension benefit and a retroactive payment of your July pension benefit.

Early Retirement Procedures

The Plan requires that a Participant may begin receiving a pension benefit before Normal Retirement Age (generally age 65) only if the Participant retires from all employment with any Employers contributing to the Fund. The Plan has adopted early retirement procedures that explain how retirement for this purpose is defined. The procedures also explain the process by which the Plan confirms that you have retired from employment with all contributing employers. If you are considering early retirement, you should review the Early Retirement Procedures found on the Fund's website in Participants – Policies & Procedures.

Your **Pension Effective Date** is the first day of the first month for which you receive your pension benefit.

- Your earliest Pension Effective Date is the first day of the first month following the month in which we receive from you a complete Part 2 of the Pension Application (Choice of Benefit Payment Option form and spousal consent form, if required) if we receive these forms on or before the 15th day of the month. However, if we receive the forms after the 15th day of the month, your Pension Effective Date will be the first day of the second month following our receipt of the forms. **Note that your Pension Effective Date may therefore be later than you initially requested or intended.**
- You may choose a later Pension Effective Date.
- Your Pension Effective Date will not change if there is an administrative delay in processing your benefits. In that case, you will receive retroactive benefits back to your Pension Effective Date.

The Pension Application process is described beginning on page 40.

Claims and Appeals - ERISA Rights

If your application for benefits is denied, in whole or in part, you will get a written notice of the denial within 90 days. (Special circumstances may require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision within the initial 90-day period.) The notice will describe the specific reason or reasons for the denial, the Plan provisions on which the denial is based, any additional information or material that you might need to provide in order to support your application and an explanation of why it is necessary, and the Plan's review procedures.

In the case of a claim for a disability pension, the notice of denial will be provided within 45 days, with up to two 30-day extensions for special circumstances, as long as you are notified of the delay and when a decision is expected. If the claim is denied because additional information is needed in order to determine your eligibility for the disability benefit, you will have 45 days to provide that information. If the Fund denies a disability pension claim, and the denial is based on a medical judgment, the Fund will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The notice of the denial will include, among other things, the provisions of the Plan, if any, that were relied upon in denying the claim or, alternatively, a statement that such provisions of the Plan do not exist. They will also include a discussion of the decision, including an explanation of any disagreement or decision not to follow (1) the views presented by the Participant's health care and vocational professionals, (2) the views of medical or vocational experts whose advice was obtained on behalf of the Fund, whether or not the advice was relied upon in making the benefit determination, or (3) a Social Security Administration disability determination. The Fund's explanation will be presented in a culturally and linguistically appropriate manner. If the adverse benefit determination is based on a decision about medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request. The notice will also identify any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with a denial, without regard to whether the advice was relied upon in making the benefit determination.

The Plan's procedures allow for the appeal of an administrative denial of a claim for benefits. If you wish to file an appeal, you or your duly authorized representative (collectively, "you") must file a written request for a review of the denial of the claim for benefits with the Administrative Committee of the Board of Trustees of the Fund (the "Administrative Committee") within 60 days of your receipt of the notice of denial or, in the case of a disability pension, 180 days of receipt of the notice of denial.

Your written request may include an explanation or presentation of all issues and comments supporting your claim.

You can submit written comments, documents, records and other information relating to your claim. In connection with your appeal, you will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to your claim. The review by the Administrative Committee will take into account all comments, documents, and other information submitted by you relevant to your claim, even if it was not submitted or considered in the initial denial.

For reviews of disability claim denials based on medical judgment, the Administrative Committee will consult with a healthcare professional with appropriate training and experience in the field of medicine involved in any medical judgment that needs to be made with respect to any disability benefit appeal. This individual will be different than (and not the subordinate of) any professional consulted in the initial claim denial. On written request, you may obtain identifying information of medical or vocational experts whose advice was obtained in connection with the Administrative Committee's determination, even if the advice was not relied upon in making the determination. For disability pension appeals, the Administrative Committee will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit determination and the appeal be considered by the Administrative Committee *de novo*, meaning without any deference to the initial benefit denial.

If you do not file a written request for a review of the denial of your claim within sixty (60) days of your receipt of an administrative denial and appeal notice (180 days in the case of a disability pension), you will no longer be able to appeal the administrative denial and the Fund will have no further obligation to review any of the issues that were raised in your claim. If your appeal is received at least 30 days before the next regularly scheduled meeting of the Administrative Committee, the Administrative Committee will generally review and make a decision on your appeal at that meeting (unless special circumstances require the Administrative Committee to extend its time to respond, in which case, your appeal will be reviewed and the Administrative Committee will make a decision on your appeal at the second meeting following receipt of your appeal). If your appeal is received within 30 days of the Administrative Committee's next regularly scheduled meeting, the Administrative Committee's review generally will not take place until the following meeting. If special circumstances require a further extension of time for consideration of your appeal, you will be notified and the Administrative Committee will make a decision on your appeal not later than the third meeting of the Administrative Committee following receipt of your appeal.

Please bear in mind that, in considering and reviewing appeals, the Administrative Committee has the sole and absolute discretion to interpret the terms of the Plan, and to decide matters concerning both the eligibility for, and the amount of benefit, due under the Plan. Accordingly, the decision of the Administrative Committee is final and binding on all parties.

Please also be advised that, in accordance with applicable law, you have the right to bring a civil action under ERISA if the Administrative Committee denies your claim on appeal, but only if you (i) have exhausted the claims and appeals procedures established by the Fund (including, without limitation, filing an appeal within the time period described above), and (ii) bring your action within one year after the Administrative Committee makes its decision on your appeal. If your claim is denied on appeal, you will be advised of the latest date on which you can bring the civil action.

Please also be advised that no legal action of any sort seeking any remedy against the Plan, the Fund, the Trustees, or any employee or representative of the Plan or Fund may be brought except in the United States District Court for the Southern District of New York; if it is determined that such federal court lacks jurisdiction over the matter or for any other reason the matter is heard before a state court, the matter shall be brought in the appropriate New York State Court that resides in the district of such federal court.

Authorized Representative

The Fund's confidentiality policy allows information about you and your benefits to be released to a third party after a notarized Authorization to Release Information form has been received from you. The form is available in the Applications and Forms section on the Fund's website at www.afm-epf.org or by written request to the Fund Office.

Should you need or wish to name another person to receive information *and* be responsible to handle your pension benefits; the Fund will consider a Power of Attorney document or a Court Order appointing a Guardian or Conservator. Once the document is approved by the Fund, the person named responsible for handling your pension affairs can act on your behalf.

Covered Earnings Reports and Pension Credit Review Procedure

Each year a Covered Earnings report for the previous calendar year (as well as a historical summary record of Covered Earnings) will be produced and made available to you. Additionally, monthly Covered Earnings updates are available to you once you register on the Fund's website.

Review your statements carefully. If you had Covered Employment that you believe was not properly credited or not reported at all, please complete a Covered Employment Correction Claim form, available in the Applications and Forms section on the Fund's website at www.afm-epf.org or by written request to the Fund Office.

You must request a correction of your records with respect to contributions or Covered Employment within three years after the end of the calendar year in which you received wages for the Covered Employment. **The Fund will not consider a request for correction that is received more than three years after the end of the calendar year in which you received wages for the Covered Employment.**

The only way to obtain a correction of Covered Employment or contributions is to submit to the Fund Office a complete Covered Employment Correction Claim form, along with all of the documentation requested in the form (which may include, for example, one or more Form W-2 or 1099, B-form session reports, and a copy of the applicable CBA). Contact the Fund Office for details.

The Fund will begin to investigate your claim as soon as a complete Covered Employment Correction Claim form and all required documents are received within the applicable time limits. You will receive a written acknowledgement of your claim.

Pension Benefit Guaranty Corporation

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of (i) the date the Plan terminates, or (ii) the time the Plan becomes insolvent;
- Benefits that are not vested because you have insufficient Covered Employment;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- Non-pension benefits, such as certain death benefits.

For more information about the PBGC and the benefits it guarantees, contact the Fund Office or the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, DC 20005-4026, or call 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 800-400-7242. Email to mypension@pbgc.gov. Additional information about the PBGC's pension program is available through the PBGC's website on the Internet at www.pbgc.gov.

How Benefits Can Be Reduced, Delayed, or Forfeited

There are certain situations under which benefits can be reduced, delayed, or forfeited. Most of these circumstances are spelled out in the previous sections, but your benefit will also be affected in the following situations:

- You, your Spouse, your Joint Annuitant, or your Beneficiary do not file a claim for benefits properly or on time.
- You, your Spouse, your Joint Annuitant, or your Beneficiary do not furnish the information required to complete or verify a claim.
- You, your Spouse, your Joint Annuitant, or your Beneficiary do not have a current address on file with the Fund Office.
- Your Joint Annuitant or Beneficiary is not alive at the payment start date of a survivor benefit.
- Your Employer is no longer required to make contributions to the Fund on your behalf and you continue working for that Employer, in which case you will no longer earn benefits based on continued work with your Employer.
- You have not named a Beneficiary. See page 35.

- You fail to furnish information necessary for the Fund to confirm your continued disability. See page 25.
- You are receiving your pension and fail to respond to a request from the Fund to confirm that you are still living.

Prohibited Assignment of Benefits

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned, or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance, or charge. However, the Fund will comply with a Qualified Domestic Relations Order (QDRO) that gives someone else a right to all or a portion of your benefit, a federal tax lien, or any offset resulting from certain breach of fiduciary duty permitted under Section 401(a) (13) of the Internal Revenue Code. See Qualified Domestic Relations Order on page 49.

Transferring Pension Benefits from the Fund to an IRA or Other Employer Plan

If your distribution is considered an "eligible rollover distribution," (as determined under the Internal Revenue Code) you (or, upon your death, your Spouse, if he or she is your Joint Annuitant or Beneficiary) may elect to have it transferred directly from the Fund to a traditional Individual Retirement Account or to another eligible retirement plan that accepts rollover distributions. Generally, an eligible rollover distribution is any payment from a qualified pension plan that may be rolled over to an eligible retirement plan, including an IRA. Eligible rollover distributions don't include (i) required distributions; (ii) periodic payments over life or life expectancy which include the Fund's Single Life Benefit and the Joint and Survivor Benefits payments; and (iii) certain nontaxable distributions. A direct transfer of an eligible rollover distribution is called a "direct rollover." The Fund Office will provide you with a notice explaining more about the terms and conditions of direct rollovers, including whether any portion of your benefit is an eligible rollover distribution, and the necessary election forms, within the 180-day period before your Pension Effective Date (or will provide this notice to your Spouse upon your death if he or she is your Joint Annuitant). If a direct rollover of any amounts eligible for a direct rollover is not elected, current federal tax laws require the Fund Office to withhold 20% of the payment for federal tax purposes. (This percentage may change in the future.) Please keep in mind that income tax laws are complex and are subject to frequent changes. For this reason, you should consult a professional tax advisor to fully understand the tax consequences of any Fund distributions, direct rollovers, and for information about your personal tax situation.

Qualified Domestic Relations Order (QDRO)

A QDRO is a domestic relations decree, order or judgment issued pursuant to state domestic relations law and relating to the provision of child support, alimony or marital property rights that recognizes or creates your Spouse's, former Spouse's, child's, or other dependent's right to (or assigns such person the right to receive) all, or a portion

of, your benefits under the Plan.

There are specific requirements under federal law for determining whether a domestic relations order is a QDRO. The Fund must follow the requirements of any domestic relations order that it determines to be a QDRO, as defined by federal law, that assigns all or a portion of your benefits under the Plan to an "alternate payee" who is your Spouse, former Spouse, child, or other dependent. The Administrative Committee may limit the pension benefit that is payable to you, including by placing a hold on some or all of the benefit, during any period after the Fund receives notice that a QDRO will be entered or while the Fund is determining whether an order satisfies the QDRO requirements in the Internal Revenue Code and the Fund's rules. You will be notified of any such limit or hold.

You will be notified if the Fund ever receives a proposed QDRO with respect to your pension benefits. The Fund has adopted procedures for making determinations regarding whether an order is a QDRO and for administering QDROs under the Fund. Additionally, the Fund has model QDRO language (which you may, but are not required to, use, although we strongly recommend that you do) both for a divorce occurring before you begin to receive a pension benefit and for a divorce occurring after your pension benefits have begun to be paid. For more information on QDROs, or to receive, without charge, a copy of the procedures the Fund follows in determining whether an order is qualified and the model QDROs, contact the Fund Office. You may also download the Fund's QDRO procedures and model QDROs in the Policies and Procedures section on the Fund's website at www.afm-epf.org.

Compliance With Federal Law

The Plan is governed by regulations and rulings of the Internal Revenue Service and the U.S. Department of Labor. The Plan will always be construed to comply with these regulations, rulings, and laws. Generally, federal law takes precedence over state law.

Amendment and Termination of the Plan

The Plan is intended to remain in effect permanently and is not expected to terminate. The Board of Trustees, however, has the authority to amend or terminate the Plan at any time and for any reason. You will be notified if the Plan is amended or terminated; however, if permitted by law, the change may be effective before a notice is delivered to you.

If the Plan is terminated, you will be vested in any benefit you have accrued to the extent then funded. Fund assets will be applied to provide benefits in accordance with the applicable provisions of federal law.

Recovery of Overpayment

At times you may be required to provide information or proof necessary to determine your right or a dependent's right to benefits under the Plan. In addition, the Fund may determine that your Employer provided incorrect information about your earnings or work.

If you, your Spouse, Joint Annuitant, or Beneficiary fails to submit the requested information or proof, makes a false statement or furnishes fraudulent or incorrect information, or if your Employer provides incorrect information, or if the Fund determines that any other error has been made in the determination or calculation of your benefits, you, your Spouse's, your Joint Annuitant's, or Beneficiary's benefits under the Plan may be denied, suspended or discontinued, subject to applicable law. If you, your Spouse, your Joint Annuitant, or Beneficiary is overpaid, you (or your Spouse or Beneficiary) must return the overpayment. The Fund has the right to recover any benefit payments made that were based on false or fraudulent statements, information or proof submitted, as well as any benefit payments made in error, including if the overpayments are the result of your Employer's or the Fund's error, subject to applicable law. Amounts recovered may include interest and costs.

If the Fund requests repayment of an overpayment and the overpayment is not fully repaid, to the extent permitted under the law any overpayment remaining due will be deducted from future benefits (including benefits due to a surviving Spouse, Joint Annuitant, or other Beneficiary after your death), or a lawsuit may be initiated to recover the overpayment.

Your Disclosures to the Fund

If you provide false information to the Fund or commit fraud, you may be required to indemnify and repay the Fund for any losses or damages caused by your false statements or fraudulent actions. (Some examples of fraud include altering a check and knowingly cashing a voided check.)

Plan Administration

The Plan is a defined benefit pension plan. Pension benefits are provided, in the amounts specified in the Plan, from the Fund's assets. Those assets are accumulated under the provisions of the Trust Agreement and are held in trust for the purpose of providing benefits to Participants and Beneficiaries and defraying reasonable administrative expenses. The Fund and Plan are administered by a joint Board of Trustees consisting of Union representatives and Employer representatives with equal voting power.

No Right to Employment

Neither the existence of the Plan nor any provision of the Plan Document or this SPD, shall give you, your Beneficiary(ies), or other person or group of persons, nor any organization, nor any person claiming through them any right to continued employment with any Employer.

Interpretation of the Plan

The Board of Trustees and its duly authorized designee(s) have the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or the Fund. Without limiting the generality of the foregoing, the Board of Trustees and/or its duly authorized designee(s) (including, without limitation, the Administrative Committee with respect to appeals) shall have the sole and absolute discretionary authority to interpret the terms of the Plan, determine benefit eligibility, and:

- Take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan;
- Resolve and/or clarify any ambiguities or inconsistencies arising under the Plan, including this Summary Plan Description, the Trust Agreement or other Plan documents;
- Process and approve or deny benefit claims; and
- Determine the standard of proof required in any case.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) (including, without limitation, the Administrative Committee with respect to appeals) shall be final and binding on all Participants, Beneficiaries, and any other individuals claiming benefits under the Plan.

The Board of Trustees has delegated certain administrative and operational functions to the staff of the Fund Office. Most of your day-to-day questions can be answered by the Fund Office staff.

Website Registration Procedure at www.afm-epf.org

Step 1: Getting Started

- Enter https://www.afm-epf.org in your web browser.
- Click on the Register link located in the upper right-hand corner of the screen. (If you are using a mobile device, tap the padlock icon in the upper left-hand corner.)
- On the next screen, enter:
    - The last four digits of your SSN or SIN,
    - Either your:
        - Your Pension Identification Number ("PID"), or
        - Last Name, Date of Birth and Zip Code,
    - Your e-mail address, and
    - The password you would like to use. You play an important role in protecting the security of your information. Be sure to select a password that is not easy to guess and use a combination of letters, numbers and symbols. Do not share your password with anyone, and verify that your contact information is up to date, especially if you recently moved or were divorced or separated.
- Read the Terms and Conditions, and then check the box next to "I agree to the above terms and conditions".
- Click the Start Registration button.

Step 2: Your Mailing Address.

The next screen asks you to confirm or enter your mailing address and phone number.

- If your mailing address is displayed correctly, click the box next to "This is my correct contact information," and then click the Continue Registration button.
- If you would like to change your mailing address or phone number, click the Edit button. A screen will appear allowing you to change your mailing address or phone number. Please note that changes require one - two business days to process. However, this will not delay your registration.

Step 3: Your Document Delivery Options.

On the next screen you will select how you would like to receive documents from the Fund.

- You may select to receive paper documents via U.S. mail or electronically to your e-mail address.
- Once you have made your selection click on Finish Registration.

Step 4: Activating Your Registration

Within 10 minutes, you should receive an e-mail from ***"AFMEPF Web Service"*** with the subject **Action Required: *"AFMEPF Registration"***. This email contains a link that brings you to the ***"E-mail Registration"*** page.

- On the "E-mail Registration" page, enter your e-mail address and password.
- Click the Complete Registration button.

This is the final step of the registration process. Upon successful completion, you should see screen - ***"Welcome to the AFM-EPF Participant Portal."***

When you scroll down the screen, you should see icons that give you access to your personal information.

If you do not receive the e-mail, please check your junk mail folder, spam filter and the e-mail address you entered when you began the registration process. If the problem is still unresolved, or if you have any other issues with the registration process, please call the Fund Office at 212-284-1200 or toll free at 1-800-833-8065.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to the following:

Receive Information About Your Plan and Benefits

- You can examine at the Fund Office without charge all documents governing the Plan, including the official Plan document, CBAs, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration).
- You can obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including CBAs, the latest annual report (Form 5500 Series), and the current Summary Plan Description. The Fund Office may make a reasonable charge for the copies.
- You can receive a copy of the Plan's annual funding notice. The Fund is required by law to furnish each Participant with a copy of this notice.
- You can obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working in Covered Employment now. If you do not have a right to a pension, the statement will tell you how many more years of Vesting Service you must earn to have a non-forfeitable right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The statement is free of charge.

Many of the documents and reports mentioned in this section are available on the Fund's website at www.afm-epf.org.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, the Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules (as previously detailed on page 44).

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

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit, if you have followed the appeal procedure described on page 44. In addition, if you disagree with the Fund's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Office, 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, DC 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.

PLAN FACTS

Official Plan Name	American Federation of Musicians and Employers' Pension Plan
Employer Identification Number (EIN)	51-6120204
Plan Number	001
Plan Year	January 1 – December 31
Type of Plan	Defined benefit pension plan
Funding of Benefits	All contributions to the Fund are made by contributing Employers in accordance with applicable CBAs. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the written agreements and the Trust Agreement. Earnings on invested contributions pay for benefits and administrative expenses.
Trust	Assets are held in a trust fund administered by the Board of Trustees for the purpose of providing benefits to covered Participants and beneficiaries, and paying reasonable administrative expenses.
Plan Sponsor and Administrator	The Plan is administered by a joint Board of Trustees. The Board of Trustees may be contacted at: American Federation of Musicians and Employers' Pension Fund P.O. Box 2673 New York, NY 10117-0262 Participants and beneficiaries may receive from the Fund Office, upon written request, information as to whether a particular employer or union participates in the Plan and, if the employer or union participates in the Plan, the employer's or union's address.
Agent for Service of Legal Process	The Board of Trustees has been designated as the agent for the service of legal process. Legal process may be served at the Fund Office on any individual Trustee or on the Fund's Executive Director, Melissa Conklin Kolle.
Collective Bargaining Agreements	The Plan is maintained pursuant to Collective Bargaining Agreements (CBAs) entered into by Employers and the Union. Copies of these agreements are available for examination and may be obtained upon written request to the Fund Office.

GLOSSARY

The definitions in this Glossary, in some cases, are summaries of the definitions in the Plan. If there is any conflict between the Glossary and the Plan, the terms of the Plan will control. Capitalized terms used in this Summary Plan Description that are not defined in this Glossary have the meaning given them under the Plan. The Plan is available from the Fund Office upon written request or on the Fund's website at www.afm-epf.org.

Active Participant – Any person employed by the Fund, the Union, or other Employer acceptable to the Board of Trustees who earns at least $750 in Covered Earnings in a calendar year ($375 if the Participant had at least three years of Vesting Service as of December 31, 2003 with no subsequent Permanent Break in Service). If the Participant has a One-year Break in Service, they lose Active Participant status (becomes an Inactive Participant) until that individual again satisfies the Plan's participation rules (described on page 5).

Administrative Committee – A committee of the Board of Trustees to which the Board of Trustees has delegated certain functions with respect to Fund administration.

Benefit Multiplier – The dollar amount by which each $100 of benefit-eligible contributions is multiplied to determine the amount of your pension benefit. It varies with the Participant's age and the year in which the contributions were credited.

Beneficiary – The natural person entitled to payments following the death of a Participant in accordance with a properly made designation by the Participant.

Benefit Payment Options –

> **50% Joint and Survivor Benefit –** A monthly pension benefit payable for the Participant's lifetime. In addition, if the Joint Annuitant is alive when the Participant dies (even if divorced at that time), they will receive 50% of the Participant's monthly benefit for the rest of their life. This is the normal form of benefit payment with the Spouse as the Joint Annuitant for a Married Participant. Monthly payments are lower than under a Single Life Benefit because the total monthly payments are expected to be paid over two lifetimes. The reduction for this Benefit Payment Option is based on the age difference between the Participant and the Joint Annuitant. See pages 19 and 26 for the reduction applicable at various age differences.

75% Joint and Survivor Benefit – A monthly pension benefit is payable for the Participant's lifetime. In addition, if the Joint Annuitant is alive when the Participant dies (even if divorced at that time), they will receive 75% of the Participant's monthly benefit for the rest of their life. Monthly payments are lower than under a Single Life Benefit because the total monthly payments are expected to be paid over two lifetimes. The reduction for this Benefit Payment Option is based on the age difference between the Participant and Joint Annuitant. See pages 20 and 27 for the reduction applicable at various age differences.

Single Life Benefit – A monthly pension benefit is payable for the Participant's lifetime only. No other amounts are payable to anyone following the Participant's death. This is the normal form of benefit payment for an unmarried Participant.

Board of Trustees – The group of individuals who operate the Fund and Plan, consisting of Union representatives and Employer representatives with equal voting power.

Canadian Plan – The Musicians' Pension Fund of Canada.

Collective Bargaining Agreement (CBA) – Any collective bargaining, participation, or other written agreement acceptable to the Board of Trustees requiring an Employer to make contributions to the Fund on behalf of its employees.

Covered Earnings – Earnings in Covered Employment on which your Employer is required to make contributions to the Fund. Covered Earnings are limited to scale wages, as defined in the applicable CBA.

Covered Employment – Employment with an Employer for which the Employer is required to make contributions to the Fund.

Disability Pension Benefit – The pension benefit that a Participant who satisfies all of the eligibility requirements is entitled to receive upon leaving Covered Employment due to a Total Disability.

Employer – An employer acceptable to the Trustees that is obligated to make contributions to the Fund on behalf of its employees under the terms of a CBA. For most purposes under the Plan, an Employer includes related entities that are part of the same "control group". Contact the Fund Office for details.

Fund – The American Federation of Musicians and Employers' Pension Fund ("AFM-EPF"), which is the trust fund that funds the Plan.

Fund Office – The Fund's administrative office. See page 65 for contact information.

Initial Pension Benefit – A Regular Pension Benefit or a Disability Pension Benefit.

Joint Annuitant – A Participant's Spouse or other designated Beneficiary who continues to receive pension benefit payments after the Participant's death under the 50% or 75% Joint and Survivor Benefit form of payment.

Married – Legally married.

Normal Retirement Age – Age 65 or, if later, the date on which a Participant completes five years of participation in the Plan on or after April 1, 1988 (subject to the Break in Service rules beginning on page 8) and is an Active Participant in that calendar year.

Normal Retirement Date – The first of the month following a Participant's attainment of Normal Retirement Age.

One-year Break in Service – Generally, any calendar year in which a Participant fails to earn at least one-quarter year of Vesting Service. See page 8 for details.

Participant – An Active Participant, a former Active Participant who is receiving a benefit from the Fund, or a former Active Participant who has a vested benefit from the Plan but has not yet begun to receive payment of that benefit.

Pension Effective Date – The first day of the first month for which you receive your pension benefit. See *Applying for Your Pension Benefit - The Two-Part Pension Application* on page 40 for additional details.

Permanent Break in Service – Five consecutive One-year Breaks in Service.

Plan – The written document that is the American Federation of Musicians and Employers' Pension Plan.

Pre-retirement Death Benefit – The benefit payable to the surviving Spouse or other Beneficiary of a vested Participant who dies before they begin to receive a pension benefit.

Qualified Domestic Relations Order (QDRO) – A QDRO is a court domestic relations decree, order or judgment issued pursuant to state domestic relations law and relating to the provision of child support, alimony or marital property rights that recognizes or creates your Spouse's, former Spouse's, child's, or other dependent's right to (or assigns such person the right to receive) all, or a portion of, your benefits under the Plan.

Re-determination Benefit – The additional pension benefit that may become payable to a Participant who has Covered Employment after beginning to receive an Initial Pension Benefit and after their Normal Retirement Date.

Regular Pension Benefit – The benefit that a vested Participant becomes eligible to receive at Normal Retirement Age or upon earlier retirement from employment with all contributing Employers at or after age 55.

Re-retirement Pension Benefit – The additional pension benefits that may become payable to a Participant who has Covered Employment after beginning to receive an Initial Pension Benefit and before Normal Retirement Date.

Spouse – A person to whom a Participant is legally Married.

Total Disability – A Participant's permanent and total inability to engage in Covered Employment as a result of a medically diagnosed physical or mental disease or injury, as determined by the Administrative Committee in its sole and absolute discretion.

Union – The American Federation of Musicians of the United States and Canada, AFL-CIO and any local union affiliated therewith.

Vesting Service – Service by a Participant for an Employer that counts toward the Participant becoming vested in pension benefits from the Plan. Vesting Service is generally determined based on the amount of the Participant's Covered Earnings during a particular calendar year.

APPENDIX A: PARTICIPATION, VESTING AND BREAKS IN SERVICE BEFORE 2004

Participation and Vesting Service

1959 – 1976

Participation in the Plan required $300 in Covered Earnings in a calendar year. You received a one- quarter year of Vesting Service for each $300 of Covered Earnings during a calendar year (up to an annual maximum of one year of Vesting Service) as follows:

Covered Earnings in a Calendar Year		Year of Vesting Service
At Least	Less Than	
$ 0.00	$ 300.00	0
$ 300.00	$ 600.00	1/4
$ 600.00	$ 900.00	1/2
$ 900.00	$ 1,200.00	3/4
$ 1,200.00	N/A	1

1977 – 2003

Participation in the Plan required $375 in Covered Earnings in a calendar year. You received a one- quarter year of Vesting Service for each $375 of Covered Earnings during a calendar year (up to an annual maximum of one year of Vesting Service) as follows:

Covered Earnings in a Calendar Year		Year of Vesting Service
At Least	Less Than	
$ 0.00	$ 375.00	0
$ 375.00	$ 750.00	1/4
$ 750.00	$ 1,125.00	1/2
$ 1,125.00	$ 1,500.00	3/4
$ 1,500.00	N/A	1

This schedule continues to apply if you had three or more years of Vesting Service as of December 31, 2003 (unless you have a Permanent Break in Service after 2003 and before you are vested).

Example: You had four years of Vesting Service as of January 1, 2004. In 2004, you earned $300 in Covered Earnings, which results in a One-year Break in Service. In 2005, you earned $2,000. Because you continued to vest under the pre-2004 schedule, you received an additional full year of Vesting Service in 2005 and you became vested.

To Be Vested Before 1986

If you have no Vesting Service after 1986, you must have completed **10 years** of Vesting Service to be vested.

Permanent Break in Service Rules Before 2004

Before 1976

If you had at least three consecutive One-year Breaks in Service before earning at least 10 years of Vesting Service (were vested), you had a Permanent Break in Service unless:

- You had at least one year of Vesting Service in or after the year you turned 34, **and**
- At the time that you left Covered Employment, you had at least five years of Vesting Service and contributions of at least $1,600.

1976 through 1984

If you left Covered Employment before earning at least 10 years of Vesting Service (were vested), you had a Permanent Break in Service if, before you left, your years of Vesting Service were less than your consecutive One-year Breaks in Service.

1985 through 1986

If you had at least one-quarter year of Vesting Service after 1984 and less than one-quarter year of Vesting Service after 1986, you had a Permanent Break in Service if you left Covered Employment before earning at least 10 years of Vesting Service and your consecutive One-year Breaks in Service equaled or exceeded the greater of five, **or** the number of your prior years of Vesting Service.

APPENDIX B: SPECIAL FEATURE OF A SINGLE LIFE BENEFIT THAT BEGAN BEFORE JUNE 1, 2010

Single Life Benefit – If your pension benefit is being paid as a Single Life Benefit and a portion of your pension benefit is based on contributions earned prior to January 1, 2004, there is a guaranteed amount of 100 times the benefit earned for Covered Employment before 2004. Contact the Fund Office for a statement of any remaining balance of the guarantee.

CONTACT INFORMATION

FUND OFFICE	
Physical Address: 14 Penn Plaza, 12th Floor, New York, NY 10122	
Mailing Address: P.O. Box 2673, New York, NY 10117-0262	
Telephone Numbers:	212-284-1200 800-833-8065
Fax Number:	212-284-1298
Email:	PensionSupport@afmepf.org
Website:	www.afm-epf.org
BOARD OF TRUSTEES	
Employer Trustees	**Union Trustees**
Christopher J. G. Brockmeyer	Augustino Gagliardi
Jay Gress	Thomas J. Calderaro
Robert W. Johnson	Raymond M. Hair, Jr.
Lynne Pratt	Martha Hyde
Alan H. Raphael	Gail Kruvand
Marc L. Sandman	B.J. Levy
Sam C Shulman	Brian F. Rood
Bill Thomas	Laura Ross
EXECUTIVE DIRECTOR	
Melissa Conklin Kolle	
LEGAL COUNSEL	
Cohen, Weiss and Simon LLP Proskauer Rose LLP	
ACTUARY	
Milliman, Inc.	
CERTIFIED PUBLIC ACCOUNTANT	
WithumSmith+Brown, PC	
OUTSOURCED CHIEF INVESTMENT OFFICER (OCIO)	
Cambridge Associates, LLC	
OCIO INDEPENDENT MONITORING FIDUCIARY	
Opus Investment Advisors, LLC	

Fund