

**THEATRICAL STAGE EMPLOYEES UNION, LOCAL NO. 27
DEFINED BENEFIT PENSION PLAN**

**SUMMARY PLAN DESCRIPTION
2017**

Theatrical Stage Employees Union, Local No. 27
Defined Benefit Pension Plan
1422 Euclid Avenue, Suite 1604
Cleveland, Ohio 44115
(216) 621-9537

Dear Pension Plan Participant:

The Board of Trustees of the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan (Plan) is pleased to provide you with a revised Summary Plan Description (SPD), which describes your benefits under the Plan as of **January 1, 2017**. This booklet is applicable generally to Plan Participants who have engaged in Covered Employment under the Plan on or after that date. Otherwise, please contact the Fund Office for Plan documents which are relevant to your benefits.

We encourage you to read this SPD carefully as it summarizes the most important features of the Plan. Please understand that no general explanation of a complicated plan document can adequately provide you with all the details of the Plan. This does not change or expand the terms of the Plan and, in the event there is any conflict between this summary and the official text of the Plan, the Plan text will govern. Your rights can only be determined by referring to the official text of the Plan. We urge you to read the official Plan text thoroughly and carefully.

Please note that the existence of the Plan is not an offer or contract of employment, nor does it limit your employer's ability to end your employment. Additionally, as described in more detail in this booklet, the Board of Trustees reserves the right, in their sole and absolute discretion, to change or end the Plan at any time. As is also described in this SPD and the Plan text, the Board of Trustees retains the sole and absolute discretion to interpret the Plan and to make all determinations regarding the Plan and the benefits payable from the Plan. The Board of Trustees' decisions will be final, binding and conclusive to all parties.

The Board of Trustees is extremely proud to be involved in the administration of this Plan, which we trust you will agree provides valuable benefits for you and your family.

Sincerely,

Board of Trustees
Theatrical State Employees Union, Local No. 27
Defined Benefit Pension Plan

Theatrical Stage Employees Union, Local No. 27
Defined Benefit Pension Plan
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SUMMARY PLAN DESCRIPTION

1.0 Introduction

Throughout this Summary Plan Description (SPD), several capitalized words which have distinct and technical meanings are used. The definitions of these capitalized words can be found in the Glossary of Defined Terms, found at the end of this SPD. We urge you to review these definitions. Please note that the first time a defined term is used in this SPD, it appears in **boldface** print.

In addition, whenever you see the words “you” or “your” in this SPD, it means a **Participant** in the Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan.

Finally, various sections of this SPD refer to the Restatement of the **Pension Plan** or the “Plan text” for a complete explanation of certain aspects of the Plan. The SPD is a general description of the terms of the Plan Restatement, and in the event that any of the terms of the SPD conflict with the Restatement, the provision of the Restatement override the SPD.

2.0 Eligibility and Participation

2.01 Eligibility

You are eligible to participate in this **Plan** if your employer is required to make contributions to this Plan on your behalf according to a collective bargaining agreement (or other written agreement). A list of all current contributing employers is available at the **Fund Office** for your review. In addition, you may contact the Fund Office to ask whether or not a particular employer is a contributing employer.

2.02 Participation

You will become a Participant on the earliest July 1st or January 1st following the twelve consecutive month period in which you first complete 1,000 Hours of Service.

If you incur a one-year **Break in Service**, you will no longer be a Participant as of the first day of the calendar year in which the break occurs, unless you are a **Pensioner** or **vested**. A one-year Break in Service may be repaired, as explained in Section 3.02.01 of this SPD. An Employee who is no longer a Participant will again become a Participant (retroactive to the date of re-employment) by meeting the Participation requirements mentioned above in a subsequent twelve consecutive month period.

3.0 Pension Credit and Vesting Credit

3.01 General

The amount, timing and eligibility for the various benefits provided under the Plan are based on the amount of **Credited Service** and **Vesting Service** which you earn under the Plan. You earn Credited Service and Vesting Service based on your Hours of Service (and certain other periods of employment or absence from employment as specified in the Plan). You will earn one Year of Credited Service and one Year of Vesting Service for each year in which you have at least 1,000 Hours of Service.

3.02 Vesting Under the Plan

Your Vesting Service determines your **Vested Status**. With Vested Status you cannot lose the Years of Credited Service or Years of Vesting Service you have earned, and you will have a non-forfeitable right to a Plan benefit (based on your Years of Credited Service or Vesting Service accumulated in accordance with the provisions set forth below). Vested Status means one of the following has occurred:

- You have earned at least:
 - one Hour of Service as an eligible Participant after December 31, 1998, and
 - five years of Vesting Service (except for Vesting Service excluded because of a Break in Service, as described below)
- you have not earned at least one Hour of Service as an eligible Participant after December 31, 1998, but have earned at least 10 years of Vesting Service (except for Vesting Service excluded because of a Break in Service)
- you are an employee not covered under a collective bargaining agreement but for whom contributions are made to the Plan (i.e., an employee or officer of the **Union** or the Funds), and have at least one Hour of Service after December 31, 1998 and have earned at least five years of Vesting Service (except for Vesting Service excluded because of a Break in Service), or
- you have reached **Normal Retirement Age**.

3.02.1 Loss of Credits and Breaks in Service

If you do not have Vested Status, and you have not completed at least 501 Hours of Service in a Plan Year, you will incur a one-year Break in Service for that Plan Year.

If you incur a one-year Break in Service, all of your Credited Service and Vesting Service earned before the break are cancelled. However, the break in this case may be repaired: your

Credited Service and Vesting Service are restored to you, if you earn a year of Year of Service before incurring a Permanent Break in Service, as described below.

If you are not vested and incur a **Permanent Break in Service**, then any Credited Service and Vesting Service you earned *before* the break will be permanently lost. You will incur a Permanent Break in Service if, after 1985, you incur consecutive Breaks in Service that exceed your years of Vesting Service or, if greater, five years.

3.02.2 Grace Periods to Avoid Breaks in Service

The Plan allows a “grace period” in certain situations where you will not have a Break in Service even if you do not work during that time. Such instances include a leave of absence due to military service, disability, education, or sickness of the employee or members of the employee’s immediate family. A grace period shall not exceed two (2) years in duration except where otherwise required by law.

In addition, effective January 1, 1985, if you are absent from **Covered Employment** because of pregnancy, birth of a child or adoption, or care of a child after birth or adoption, then you will be eligible for a grace period that will prevent a one-year Break in Service. The grace period applies to the year in which the absence began, or the next year, as applicable.

It should be noted that the rules regarding the cancellation of Credited Service and Vesting Service were different prior to 1985. Accordingly, Participants with service prior to 1985 should review the terms of the official Plan text, or if applicable instead, a prior Plan, to determine whether or not their service prior to such date was affected by any Break in Service which they may have had.

3.02.3 Accrual Rates in General and after Breaks in Service

The pension to which you are entitled will be determined under the terms of the Plan and benefit levels in effect at the time you separate from service with your Employer. For this purpose, you will be considered separated on the last day of work in Covered Employment which is followed by a one-year Break in Service.

If you separate (i.e., if you fail to earn one or more years of Vesting Service during such “hiatus period”), and later return to work in Covered Employment, the pension you are eligible to receive will be calculated on a pro-rata basis as follows:

- with respect to service before the hiatus period, the benefit will be calculated under the benefit levels in effect at the time you separated from employment before the hiatus period, and
- with respect to service after your return to work (after the hiatus period), the benefit will be calculated under the benefit levels in effect at the time you later separate from employment.

Notwithstanding the above, if you return to work in Covered Employment following a hiatus, you will be entitled to a benefit based on all of your years of Credited Service and Vesting Service, determined under the Plan in effect at the time you ultimately separate from employment if your Years of Service after the hiatus period equal or exceed the years of the hiatus period.

4.0 Benefits

If you are vested, then you will be eligible to receive one of the various forms of pensions available under the Plan and, under most circumstances, the right to receive a pension may not be lost.

The Pension Plan provides **three** different type of retirement options:

- Normal Retirement
- Disability Retirement, and
- Vested Retirement.

You may receive only one type of pension.

4.01 Normal Pension

Eligibility: You are eligible for a Normal Pension if you are at least 65 when you retire and have accumulated at least ten years of Credited Service. If you have fewer than ten years of Credited Service, you may still be eligible for a Vested Pension (See Section 4.03, below)

Amount: If you are eligible to begin receiving a pension on or after January 1, 2007 and you have earned a year of Credited Service after December 31, 1998, the amount of the monthly Normal Pension benefit is as follows:

- \$22.00 for each year of Credited Service earned before January 1, 2003; and
- 1.1% of employer contributions made on the participant's behalf to the Plan for each year of Credited Service earned on or after January 1, 2003, with a minimum of \$18.00 per year for Credited Service earned on or after January 1, 2003 and prior to January 1, 2006.

If your Annuity Starting Date is postponed beyond Normal Retirement Age, the benefit you will receive will be the actuarial equivalent of the benefit that you would have received at Normal Retirement Age.

The amount of the Normal Pension that applies to all others eligible for a Normal Pension may be determined by referring to the official Plan text, and if applicable, a prior Plan document.

4.02 Early Retirement Pension

Eligibility: You are eligible for an Early Retirement Pension if you are at least age 55 and have accumulated at least ten years of Credited Service.

Amount: The Early Retirement Pension is a monthly benefit equal to the Normal Pension Benefit, which would have been payable at age 65, reduced by 0.5% for each month that benefits are paid before the date you would have reached age 65.

4.03 Disability Pension

Eligibility: You are eligible for a Disability Pension if you become **Disabled** before age 65.

Amount: The monthly amount of a Disability Pension equals the monthly amount of the Normal Pension, based on your Credited Service earned up to the date of your retirement.

Disability Pension benefits commence on the first day of the month following five months of disability. As a Disability Pensioner, you will be required to provide initial and continued proof of your Disability. The Board of Trustees will determine whether you are Disabled and reserves the right to require disability claimants to be examined by a doctor of the Board of Trustees' own choosing, at the Plan's expense, and at reasonable times and intervals. If you fail to have an examination, you may not be considered Disabled either before or after you have been approved for this benefit. Disability Pension Benefits cease when the Trustees determine that you are no longer Disabled.

4.04 Vested Pension

Eligibility: If you are "vested" you are eligible to receive a Vested Pension beginning at age 65. In general, if you have earned Hours of Service as an eligible Participant after December 31, 1998 and have five years of Vested Credit you are "vested."

Amount: The monthly amount of a Vested Pension equals the monthly amount of the Normal Pension, based on your Credited Service up to the date you are no longer working in Covered Employment, except that for inactive participants entitled only to a Vested Pension, the benefit accrual rate during the period January 1, 2003 through December 31, 2005 was \$18.00 per year of Credited Service unless you were already receiving a pension as of January 1, 2003.

4.05 Benefit Increase for those Receiving Monthly Pension as of January 1, 2003.

The monthly pension payable to Participants and joint annuitants who were receiving a monthly pension as of January 1, 2003, was increased by 22.22% as of that date. This does not apply to you if you return to work. This does not apply to beneficiaries (other than joint annuitants).

5.0 Form of Benefits and Survivor Benefit

5.01 General

Benefits under the Plan generally will be paid in monthly installments for your lifetime and, when applicable, for your spouse's or beneficiary's lifetime. However, if the actuarial value of your benefit is less than \$1,000.00, a single lump sum payment will be automatically made to you, and, if the actuarial value of your benefit is \$5,000.00 or less, a single lump sum payment will be made to you upon your written request to the Fund Office.

5.02 Joint and Survivor Pension

The Joint and Survivor Pension is the automatic form of benefit payment (unless the benefit must be paid as a single lump sum as described above) for married Participants, unless it is properly rejected by you and your spouse. If you are not married, you may elect a Joint and Survivor Pension instead of a single life annuity. Under a Joint and Survivor Pension, the amount of the monthly benefit payable to you is reduced during your lifetime, and upon your death, a monthly benefit is paid for the lifetime of the Joint and Survivor beneficiary. The amount of the reduction depends on two factors:

- the difference in age between you and your Joint and Survivor beneficiary, and
- whether you have elected to have your Joint and Survivor beneficiary receive 50%, 75% or 100% of your monthly amount; the higher the continuation percentage, the greater the reduction in your monthly benefit.

Upon your death, if the Fund Office is notified on a timely basis, payments to your Joint and Survivor beneficiary begin as of the first day of the calendar month immediately following your death.

If you are married and wish to reject the Joint and Survivor form in favor of another form of benefit, or if you wish to name a beneficiary other than your spouse (i.e., alternate beneficiary), you and your spouse must sign and execute a notarized waiver form, and submit it to the Fund Office. The Joint and Survivor Pension may be rejected at any time within the 180-day period before the pension commencement date, except that payments may not commence fewer than 30 days after rejection unless you have waived in writing your right to the full 30 day period, in which case benefit payments may begin as early as 7 days after your waiver. The necessary forms and information are available from the Fund Office.

Important Conditions Regarding Joint and Survivor Benefit

- Whenever the Joint and Survivor form of pension is payable, your surviving spouse is the beneficiary unless you, with the notarized consent of your spouse, filed with the Trustees a written designation of another person as the beneficiary.

- An election for or against the Joint and Survivor Pension can be revoked in writing at any time, but only *before* a pension starts.
- If you die, an individual will only be considered your “spouse” for the purposes of the Joint and Survivor Pension if you were not yet a pensioner and you and this individual were married for the entire year preceding your death or if you were a pensioner and you and the individual were married on the commencement date of the pension and for at least a one-year period ending on or before your death.

5.03 60-120 Month Guarantee (5-10 Years)

Under the Plan, you have the right to elect an optional form of benefit which provides for monthly payments for a specified number of months (from 60 months to 120 months, at your election). In the event you die before the specified number of monthly payments has been paid to you, the balance of the monthly payments will be made to your contingent beneficiary.

No Joint and Survivor benefit is in effect for guaranteed elections. Whenever benefits are paid in the form of a single life annuity, if you die before the specified number of monthly payments has been paid to you, the balance of the monthly payments will be made to your designated beneficiary.

It is very important that you file a beneficiary designation with the Fund Office and keep that form up to date. Please contact the Fund Office to name or change a beneficiary.

5.04 Qualified Pre-Retirement Survivor’s Annuity (“QPRSA”) Benefits and the Death Benefit

Death After Becoming Entitled to a Pension But Before Retirement

If you are married and die before retirement, but at a time when you are eligible for a Normal or Vested Pension, your surviving spouse will be eligible for a 50%, 75% or 100% Joint and Survivor Pension as if you had elected it on the day before you died. If you and your spouse do not want the Joint and Survivor Pension paid upon your death, you and your spouse must file a notarized rejection form with the Fund Office. In this case, the 60-120 Month Guarantee is payable if applicable. If no rejection form has been filed, when you die, your surviving spouse may accept or reject the 50%, 75% or 100% Joint and Survivor option. If this payment form is rejected, your surviving spouse may elect the 60-120 Month Guarantee.

If you are disabled and die with a terminal illness before retirement, you will be considered to have retired on a Disability Pension on the day before you died. An illness is considered terminal if, on the basis of medical evidence, you were expected to live less than one year. The Trustees reserve the right to have you examined by a doctor to confirm the terminal illness. In this case, if you are married, a 50% (or, if elected by your surviving spouse, 75% or 100%) Joint and Survivor Pension will be payable as if you had elected that form of pension on the day before you died. The 60-120 Month Guarantee payment form will apply if you and your spouse had previously rejected the Joint and Survivor form of Benefit in accordance with the Plan’s rules, or if no election had been made and the spouse elects the 60-120 Month Guarantee.

Death Benefit Before Becoming Entitled to a Pension and Before Retirement

If you are married, vested, and die before retirement and before you are eligible to receive a pension, then your spouse is entitled to a 50%, 75% or 100% Joint and Survivor Pension. Payment will automatically be made in this form unless you had rejected this form of benefit in accordance with the Plan's rules, or if no rejection was made, your spouse may elect the 60-120 Month Guarantee. The amount of the benefit in such case is calculated as if you had left Covered Employment on the day you died, lived to the earliest date on which you would have been eligible to retire, retired on that date with a 50%, 75% or 100% Joint and Survivor Pension and then died the first day of the month following the month of your earliest retirement age.

This benefit is payable to your surviving spouse starting the month after the date you would have reached your earliest retirement age for a pension.

5.05 Payments After Your Death

If you die after your pension has commenced, but before receiving your entire pension benefit, any remaining payments will be distributed to your beneficiary or surviving spouse at least as rapidly as they were to you.

6.0 **Credited Service and Vesting Service**

6.01 Introduction

Your eligibility for, and the value of your monthly pension benefit depend on the Years of Credited Service and Years of Vesting Service you have earned.

6.02 Credited Service

You earn one year of Credited Service in each calendar year in which you complete 1,000 Hours of Service.

6.03 Vesting Service

Vesting Service is used to determine whether or not you have earned the right to a non-forfeitable benefit under the Plan. You earn one year of Vesting Service in each calendar year in which you complete 1,000 Hours of Service.

In addition, if you work for an Employer in a job not covered by this Plan and your non-Covered Employment is continuous and immediately before or after working with the same employer in Covered Employment, your hours of work in that non-covered job after December 31, 1975 will count toward a year of Vesting Service, but not Credited Service. In addition, payments made by a contributing employer to you as severance pay or for vacations, holidays, illness, jury duty and other paid leaves of absence and back pay will count as earnings toward Vesting Service.

7.0 Other Important Information and Rules

7.01 Maximum Benefits

Because of restrictions imposed by Section 415 of the Internal Revenue Code, in no event can the Plan pay any benefit which exceeds certain dollar limits set by the Internal Revenue Service. The limit is \$215,000.00 for 2017 and may be increased in future years.

7.02 Establishment of the Plan

As a result of collective bargaining between the Union and certain employers in the theatrical, television, motion picture and entertainment industry, agreements were entered into providing for the establishment of the Pension Fund and for payment to it of contributions by the contracting employers. Copies of the collective bargaining agreements are available at the Fund Office and Union Office for inspection.

7.03 Plan Interpretation and Administration

In accordance with legal requirements, a Board of Trustees (consisting of two Union Trustees and two Employer Trustees) is charged with the responsibility of administering the Fund and investing the Fund's assets pursuant to a Trust Agreement which defines the nature and extent of its powers and duties.

The Board of Trustees and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including the terms of this Summary Plan Description, 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 trust underlying it. Without limiting the generality of the foregoing, the Board of Trustees and/or its duly authorized designee(s) shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan
- formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan (any such Plan, rules, regulations or policies may be amended from time to time by the Trustees)
- decide questions, including legal or factual, relating to the entitlement, calculation and payment of benefits under the Plan
- resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this Summary Plan Description, the Trust Agreement or other Plan documents
- process, approve or deny benefit claims, and
- determine the standard of proof required in any case.

The Plan generally determines the amount of your earnings in Covered Employment based on remittance reports and other information submitted by contributing employers for whom you work. While the Plan conducts random payroll reviews of contributing employers that sometimes provide information regarding the accuracy of remittance reports and other information submitted by contributing employers, these reviews may not reveal every instance in which a contributing employer may have failed to provide complete and/or accurate information concerning your employment.

You have the right to inquire into your Credited Service at any time. If you believe that you worked in Covered Employment that was not properly credited under the Plan or not reported at all, you have the right to submit a claim in accordance with the claims procedure set forth in the Plan documents. Please be reminded that in the event of a discrepancy between the information received by the Plan from contributing employers (or obtained during payroll reviews) and the credit to which you believe you are entitled, it will be your responsibility to prove that the work in question was both actually performed by you for a contributing employer and was Covered Employment for which contributions were required to be made to the Plan. Accordingly, it is important that you retain adequate records of your Covered Employment (i.e., pay stubs and other documentary evidence) that would assist you in demonstrating both the amount of work you performed for each Contributing Employer and that the work constituted Covered Employment. Please also remember that the longer you wait to file a claim to correct any issue, the more difficult it may be for you to provide, and for the Plan to verify, the necessary documentation. Failure to provide such documentation could result in loss of credit.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) will be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

7.04 Trust Fund and Access to the Trust Fund

The assets that fund the Plan are held in a trust, which is a legal entity that is separate and distinct from the Union or any of the contributing employers. None of the assets of the Pension Plan can be looked to for the purpose of paying or satisfying any liabilities of the Union or of any contributing employer. Except as may be otherwise provided by law, no part of the Plan assets can ever revert to the Union or to any contributing employer.

Additionally, except as may be required or permitted by law, a Participant's benefits may not be transferred or assigned or be subject to the claims of any creditors. Benefit payments may be withheld in order to enforce this provision of the Plan or, if a Participant is unable to care for his or her affairs, to assure that such payments will be used for the Participant and his or her family's benefit.

However, in certain circumstances a Participant's benefits might be required to be paid to his or her spouse, former spouse or child under the terms of a court order called a "Qualified Domestic Relations Order" ("QDRO"). The Fund Office will notify the Participant if it receives a QDRO that applies to his or her benefits. The Plan is required to follow the directives set forth

in a QDRO. The Plan's procedure for determining whether a court order is a QDRO are on file at the Fund Office. To obtain a copy of these procedures, please contact the Fund Office.

7.05 No Employee Contributions

The Plan is financed wholly from employer contributions and from the income and earnings on the Fund's investments. No employee contributions are permitted.

7.06 Retirement under the Plan

Retirement is completely voluntary. You can retire at any time you wish. However, pension benefits must begin on or before the 1st day of April following the year in which you reach age 70½. If you do not begin to receive pension benefits by this time, you could be subject to income tax penalties. If you are in Covered Employment and are approaching this age, you are encouraged to speak with a qualified tax advisor for guidance.

7.07 Applying for Benefits

Under the Plan, you must file an application at least one month before the first day of the month on which you want your benefits to begin. For example, if you expect to retire and receive benefits starting July 1st, you must have an application on file in the Fund Office by June 1st at the latest.

In no event will pension payments begin more than 60 days after the later of the end of the calendar year in which you reach Normal Retirement Age, or the date you end Covered Employment and retire. However, you may notify the Trustees in writing that you elect to receive your pension at a later date, which must be by April 1st of the year following the year you reach age 70½.

Application forms are available at the Fund Office. The Fund Office will be pleased to help you complete the forms and answer your questions. When completing the application, be sure to attach the necessary information required to process the application; otherwise, payment of pension benefits could be delayed.

7.08 Work After Retirement

The Plan contains certain limits on post-retirement work that is considered "disqualifying employment". Disqualifying employment is any employment in the theatrical, television or amusement industry within the geographic area covered by the Plan in a trade or craft in which you were at any time employed while participating in the Plan or as a salaried officer or employee of the Union.

If you work in disqualifying employment, your monthly pension benefit will be suspended for the month or months in which you worked. Your ability to work in disqualifying employment after retirement depends on whether you are under or over Normal Retirement Age.

Before you reach Normal Retirement Age, your benefit will be suspended for any calendar month in which you work in disqualifying employment. After you reach Normal Retirement Age, your pension will be suspended for any calendar month in which you work in disqualifying employment on at least 8 days or separate work shifts.

Except for these above limitations, you will be free to work at any other employment without effect on your pension benefit.

You are required to report within thirty (30) days to the Plan about any work you undertake, regardless of the type of work and regardless of the number of hours or shifts you plan to work, so that a determination can be made about the effect of such work on your pension. If you are not yet Normal Retirement Age, your benefit may be suspended for up to six months after any period during which you worked in disqualifying employment. If you fail to notify the Fund Office of employment that may be disqualifying or otherwise misrepresent any facts regarding disqualifying employment, your benefit may be suspended for an additional period of up to six months.

7.09 Claims and Appeals

If your application for benefits is denied, in whole or in part, you will receive a written notice of the decision on your application for benefits (your "claim") within 90 days (unless special circumstances require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision). For a claim for a Disability Pension, the decision will be made within 45 days (with the possibility of two 30-day extensions, in which case you will receive a notice of the delay).

If your application is denied, a written notice of denial will describe (1) the specific reason or reasons for the denial, (2) reference to the Plan provisions on which the determination is based, (3) a description of any additional information or material required to perfect the claim and an explanation of why it is necessary, and (4) the Plan's review procedures and the time limits applicable to those procedures, including a statement of your right to institute a civil legal action under Section 501(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse benefit determination on review. In addition, with regard to a claim based on disability, the notice will include a statement offering a free copy of any internal rules, guidelines or protocols relied on in making the decision.

You or your authorized representative may request a review of the denial within 60 days of the date you receive the denial notice (180 days in the case of a Disability Pension claim). You or your representative may review pertinent documents and other materials relevant to your claim. You may also have access to the identity of medical experts whose advice was obtained by the Plan in connection with the adverse benefit determination. You or your representative may submit written comments, documents, records and other information (regardless of whether they were submitted with your original claim). Requests for review must be made in writing and sent to the Board of Trustees.

A decision on review will be made by the Trustees (or a committee designated by the Trustees, as long as the committee does not include the person who reviewed your initial claim

or a subordinate of that person) at the next regularly scheduled Board of Trustees meeting that follows receipt of the request for review. However, if the request for review is received during the 30 days before the date of that meeting, the decision will be made no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require an extension of time, the decision may be made at the third meeting following receipt of the request, as long as you are notified in writing that an extension is needed. That notice will describe the special circumstances and tell you when you can expect a decision on appeal. In deciding an appeal of an adverse determination that is based in whole or in part on medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the applicable field of medicine. That person can be neither (1) a person consulted in the initial determination nor (2) a subordinate of that person.

When the Board of Trustees makes a decision on your appeal, you will receive a written notice stating (1) the reason for the decision, (2) the Plan provisions on which the decision is based, (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim, and (4) a statement describing your right to obtain additional information regarding the Plan's appeals process, including your right to bring a civil action under ERISA. In the case of a claim based on disability, the notice will also describe any internal rule, guideline, protocol or similar criterion relied on in making an adverse determination and offer to provide a copy of any such rule, guideline or protocol, as well as the identity of any medical or vocational experts whose advice was obtained in connection with the appeal. This notice will be provided, in writing or electronically, within five (5) business days after the decision is made and will also include the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your U.S. Department of Labor Office and your State insurance regulatory agency."

A decision on an appeal by the Board will be final. However, the Board may, in its discretion, agree to rehear an appeal for good cause shown.

Designating an authorized representative. You may designate an authorized representative to file your claim for a benefit or to appeal a denied claim. To do this, you must file a written designation with the Fund Office.

7.10 Beneficiary Designation

You should have on file in the Fund Office a written beneficiary designation on a form supplied by the Fund Office. The designation of beneficiary form used by the Fund requires notarization and designation by name of any beneficiary.

The person(s) named as your beneficiary on the form on file in the Fund Office will be entitled to the guaranteed payments regardless of any provisions contained in the Participant's or Pensioner's Last Will and Testament, insurance policy or other document. If you are married and you choose a beneficiary other than your spouse, then you will be required to obtain your spouse's written, notarized consent in accordance with Plan rules.

If your designated beneficiary(ies) (including any contingent beneficiary(ies)) dies before you or if you do not name a beneficiary or benefits which are payable after your death, any benefits which may be payable under the terms of the Plan will be paid to your spouse or if none survives, to your surviving children (share and share alike). If no children survive you in such case, no further payments of benefits shall be due or payable under this Pension Plan.

7.11 Amendment and Termination

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

If the Board of Trustees ends the Plan, you will automatically become 100% vested in the benefit you have earned as of the Plan's termination date to the extent the Plan is then funded. The text of the Plan describes what would happen in this situation and how funded assets would be allocated to Participants and beneficiaries. See Article X of the Plan text for information.

8.0 **ERISA Information**

The following information is provided in accordance with ERISA.

8.01 Agent for Service of Legal Process

Service of legal process may be made upon any Plan Trustee or at the Fund Office located at 24600 Center Ridge Road, Suite 481, Westlake, Ohio 44145.

8.02 Identifying Numbers

The Plan has been assigned Employer Identification Number 34-1403927 by the Internal Revenue Service and its Plan Number is 001.

8.03 Plan Year and Plan Type

The Pension Plan operates on a calendar year basis ending on December 31st and is referred to as a "defined benefit plan."

8.04 Plan Administrator

The Board of Trustees is the named Plan Administrator. The current business address of the Plan Administrator is 1422 Euclid Avenue, Suite 1604, Cleveland, Ohio 44115 and the business telephone number of the Plan Administrator is (216) 621-9537. Effective February 1,

2017, the business address of the Plan Administrator will be 24600 Center Ridge Road, Suite 481, Westlake, Ohio 44145.

8.05 Names, Positions and Addresses of Trustees

Union Trustees	Employer Trustees
Céan Carmichael Theatrical Stage Employees Local No. 27 1422 Euclid Avenue, Suite 1604, Cleveland, Ohio 44115	Dave Cooper NAC Technologies 39325 Chestnut Ridge Elyria, Ohio 44035
Kevin Austin Theatrical Stage Employees Local No. 27 1422 Euclid Avenue, Suite 1604, Cleveland, Ohio 44115	Joe Martin Cleveland Playhouse 1901 East 13 th Street, Ste 200 Cleveland, Ohio 44114

8.06 Contributing Employers

Contributions to the Fund are made pursuant to collective bargaining agreements between the Union and various employers in the theatrical, television and entertainment industry. The collective bargaining agreements require the employers to contribute a stipulated percentage of gross earnings from Covered Employment to the Fund. A complete list of contributing employers may be obtained upon written request to the Fund Office. Copies of applicable collective bargaining agreements may be obtained upon written request and are also available for examination at the Union's offices.

8.07 ERISA Rights Statement

Your Rights Under ERISA

As a participant in the Theatrical Stage Employees Local No. 27 Defined Benefit Pension Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that you are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Fund Office and at other specified locations, such as work locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and

similar agreements and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have 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 time schedules.

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

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

sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

8.08 Pension Benefit Guaranty Corporation (PBGC)

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 plan 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. Therefore, 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 \$12,870.00.

The PBGC guarantee generally covers:

- Normal and Early Retirement benefits;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- 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 (1) the date the Plan terminates or (2) the time the Plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- Non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call toll-free at 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

9.0 Glossary of Defined Terms

9.01 Annuity Starting Date

The first day of the first period for which a pension benefit is paid to you.

9.02 Break in Service

A Participant's failure to earn at least 501 Hours of Service in a Plan Year.

9.03 Covered Employment

Employment in a collective bargaining unit represented by the Union and for which contributions are payable to the Plan by the employee's contributing employer. Covered Employment also includes service as an employee or officer of the Union or an employee of the Funds.

9.04 Disability

A physical or mental condition which, in the judgment of the Trustees, based upon medical reports and other evidence satisfactory to the Trustees, presumably permanently prevents an employee from satisfactorily performing his or her usual duties for the employer or the duties of such other position or job which the employer makes available to the employee and for which such employee is qualified by reason of his or her training, education, or experience.

9.05 Fund Office

The offices maintained by the Fund at the address listed in Section 8.04.

9.06 Normal Retirement Age

The later of age 65, or the Participant's fifth (5th) anniversary of participation in the Plan.

9.07 Participant

An employee who meets the eligibility and participation requirements of the Plan.

9.08 Credited Service

The units of service credit earned by Participants for their work in Covered Employment that are used to determine the amount and timing of a Participant's pension benefit.

9.09 Pensioner

A Participant who is receiving pension benefits from the Plan.

9.10 Permanent Break in Service (for periods after 1985)

When a Participant has incurred consecutive Breaks in Service that exceed his or her years of Vested Credit, or if greater, five years.

9.11 Pension Plan or Plan

The Theatrical Stage Employees Union, Local No. 27 Defined Benefit Pension Plan, as from time to time amended by the Trustees.

9.12 Union

The Theatrical Stage Employees Union, Local No. 27.

9.13 Vesting Service

The units of credit earned by a Participant that are used to determine whether the Participant has achieved Vested Status.

9.14 Vested Status

When a Participant has earned at least one Hour of Service in Covered Employment as an eligible Participant after December 31, 1998 and has earned at least five years Vesting Service (except for Vesting Service not taken into account because of a Break in Service); when a Participant has not earned at least one Hour of Service in Covered Employment as a Participant

after December 31, 1998, but has earned at least 10 years of Vesting Service (except for Vesting Service not taken into account because of a Break in Service); when a Participant is an employee not covered under a collective bargaining agreement (i.e., an employee or officer of the Union or the Funds) but for whom contributions are made to the Plan, and has at least one Hour of Service after December 31, 1998 and has earned at least five years of Vesting Service (except for years of Vesting Service not taken into account because of a Break in Service); when a Participant has reached Normal Retirement Age.

Note: This Summary Plan Description is a summary of the actual Pension Plan Restatement. The text of the Pension Plan Restatement, as amended from time to time, and the other formal Plan documents, will govern all legal interpretations.