

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

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

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

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

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

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

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

- (i) on or after the date on which the Participant attains (or would have attained) earliest retirement age;
- (ii) as if the Participant had retired on the date on which such payment is to begin under such order (but taking into account only the present value of the benefits actually accrued and not taking into account the present value of any employer subsidy for early retirement); and
- (iii) in any in a form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse).

Form and Amount of Benefits:

The Plan is a multiemployer defined benefit plan funded by employer contributions (there are currently no employee contributions). Benefits are paid as monthly annuities (except for small pensions with an actuarially equivalent present value of \$5,000 or less and certain pre-1968 contributions). Benefits are calculated based on the amount of employer contributions credited by the Plan on behalf of a Participant and the Participant's age at his or her annuity starting date (using dollar rates set forth in the Plan).

Except as otherwise provided in this paragraph, an Alternate Payee under a QDRO may elect to receive his or her benefit in any form available under the Plan, including 1) an annuity which is actuarially adjusted to provide an annuity payable over the life of the Alternate Payee (with guaranteed amount) or 2) a 50% joint and survivor annuity which is actuarially adjusted to provide an annuity payable over the life of the Alternate Payee and 50% of the monthly annuity to the joint annuitant after the Alternate Payee's death. An Alternate Payee may not elect a 50% joint and survivor annuity with a subsequent spouse as the joint annuitant.

If the Participant is already receiving a benefit from the Plan at the time the QDRO becomes effective, the Alternate Payee may receive a benefit *only* as a share (either percentage or dollar amount) of the Participant's monthly pension (after a reduction for the joint and survivor annuity if applicable), with survivor benefits, if any, according to the form of benefit previously elected by the Participant. (The foregoing sentence shall not apply to additional benefits earned, but not yet payable, by a Participant who begins to receive benefits before his or her normal retirement age and then returns to covered employment.) If the Participant is receiving a benefit as a joint

and survivor annuity with the Alternate Payee as the survivor, the Alternate Payee will continue to be entitled to the entire survivor benefit.

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

The Alternate Payee's benefit will be determined using the dollar rates set forth in the Plan as if the Alternate Payee were a participant (or the actuarial equivalent determined by the Plan's actuaries using reasonable actuarial factors if the benefit commences before the Alternate Payee reaches age 55). Alternatively, if the Participant is already receiving a benefit from the Plan, the Alternate Payee will receive a specified share of the Participant's monthly benefit as described above.

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

Death of the Alternate Payee:

If the Participant has not yet begun to receive a benefit when the QDRO becomes effective, the Alternate Payee may name a beneficiary for the assigned benefit in the event of the Alternate Payee's death prior to commencement of benefits. If the Alternate Payee dies without designating a beneficiary, or the beneficiary predeceases the Alternate Payee, any pre-retirement death benefit that may be payable will be forfeited. Payment of benefits, if any, in the event the Alternate Payee dies after commencement of benefits will depend upon the form of benefit elected by the Alternate Payee. If the Participant is already receiving a benefit from the Plan, in the event the Alternate Payee predeceases the Participant, payments will revert to the Participant.

Death of the Participant:

The death of the Participant shall have no effect upon the Alternate Payee's benefit, unless the QDRO provides otherwise, provided that if the Participant is already receiving a benefit from the Plan at the time the QDRO becomes effective, upon the Participant's death, payments to the

Alternate Payee shall cease (unless the Alternate Payee is the Participant's joint annuitant or designated beneficiary, in which case benefits will continue as applicable under that form of payment). The foregoing sentence shall not apply to additional benefits earned, but not yet payable, by a Participant who begins to receive benefits before his or her normal retirement age and then returns to covered employment.

Procedures:

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

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

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

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

During any period in which the qualified status of a domestic relations order is being reviewed, the Plan will defer payment of, and separately account for, the amounts (the "segregated amounts") that would have been payable to the Alternate Payee(s) during such period had the order been determined to be qualified.

If the order is determined to be qualified within 18 months of the date on which the first payment would be required to be made under the order, the segregated amount will be paid to the Alternate Payee. In the event that the order is determined not to be qualified before the expiration of the 18 month period, the Plan may delay payment of a Participant's benefit if notice is received that either the Participant or Alternate Payee(s) is attempting to rectify the

deficiencies in the order. If, after the 18 month period has expired, the order has not been determined to be qualified, the separate amounts will be paid to the Participant. Any determination that an order is qualified after the expiration of the 18 month period will apply prospectively (i.e. the Plan shall not be liable for payments to Alternate Payee(s) for the period before the order is determined to be qualified). The Plan (and its Trustees, its delegate, and Administrative Committee) shall be discharged from any obligation or liability to any Participant or Alternate Payee(s) to the extent of any payment made pursuant to these procedures.

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

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

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