Your Benefits
under the
AFTRA Retirement Plan

2006 EDITION

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AFTRA Retirement Plan

AFTRA RETIREMENT FUND

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YOUR BENEFITS UNDER THE AFTRA RETIREMENT PLAN
2006 EDITION

THIS BOOKLET IS INTENDED ONLY AS A SUMMARY OF THE AFTRA RETIREMENT PLAN'S HIGHLIGHTS AND IS NOT THE COMPLETE PLAN DOCUMENT. BECAUSE THIS BOOKLET ATTEMPTS TO SUMMARIZE RULES WHICH IN SOME INSTANCES ARE COMPLEX, IT IS POSSIBLE THAT INCONSISTENCIES BETWEEN THE ACTUAL PLAN PROVISIONS AND THIS BOOKLET MAY EXIST. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THIS BOOKLET AND THE ACTUAL PLAN PROVISIONS, OR AN ISSUE IS COVERED IN THIS BOOKLET IN LESS DETAIL, THE ACTUAL PLAN GOVERNS. IF YOU WISH TO READ THE ACTUAL PLAN, A COPY IS AVAILABLE FOR INSPECTION UPON REQUEST AT THE FUND OFFICE DURING REGULAR WORKING HOURS. YOU MAY ALSO OBTAIN A COPY OF THE ACTUAL PLAN FROM THE FUND OFFICE; YOU WILL BE CHARGED A REASONABLE COST FOR THE COPY. FOR MORE INFORMATION, CONTACT THE FUND OFFICE.

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A Message from the Board of Trustees

Dear Participant:

We are pleased to distribute this new description of your AFTRA Retirement Plan. We urge you to read this booklet carefully. Keep it handy. You will find in it answers to most of your questions about the Plan. Of course if you need further information, the staff in our Participant Services Department will be happy to help you. In addition, you can find a copy of this Summary Plan Description along with any forms you may need at www.aftrahr.com

Sincerely,

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AFTRA Retirement Fund Board of Trustees

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Introduction

The AFTRA Retirement Fund was founded in 1954 as the result of negotiations between the American Federation of Television and Radio Artists (AFTRA) and contributing employers in the broadcasting industry. It later was expanded to include Participants in the Sound Recording Industry and in the Non-Broadcast/Educational Industry. Employees of the AFTRA Health & Retirement Funds and of AFTRA also are covered by the Retirement Plan. The Fund is supported by contributions made by employers. Participants and others covered by the Retirement Plan make no payments into the Fund. Please note that the AFTRA Retirement Fund is a separate organization from AFTRA, the Union.

The goal of the AFTRA Retirement Fund is to help you find financial security when your working years come to an end. By the end of 2005, more than 18,000 Participants had already received benefits from the Plan amounting to over $750,000,000. The Plan provides benefits for your eligible survivors as well as for those of you who become disabled.

This booklet applies to those of you whose benefits begin on or after December 1, 2005. With respect to benefits that began before that date, you are covered by the Plan in effect at the time your benefits began.

If you have any questions about this Retirement Plan or if you wish to know how much you have earned in pension benefits, please call the Fund office in New York at 1-800-562-4690. Our Participant Services Department will be happy to answer your questions.

Aviso de Asistencia con Traducciones en Lenguages Aplicables

Este follete contiene un resumen en inglés de los derechos y beneficios de su Plan bajo el AFTRA Retirement Fund. Si tiene alguna dificultad en entender cualquier parte de este folleto, pongase en contacto con la oficina de la AFTRA Retirement Fund a la dirección 261 Madison Avenue, New York, NY 10016 o 5757 Wilshire Boulevard, Los Angeles, CA 90036, o llame al (212) 499-4800 o (800) 562-4690. Las horas de oficina son de 9 A.M. a 7 P.M. (E.S.T.), de lunes a viernes.

A Word About The AFTRA Health Fund

RETIREE HEALTH BENEFITS

Health benefits are a critical concern for any performer contemplating retirement. As a complement to your retirement benefits offered by the Retirement Fund, the AFTRA Health Fund sponsors a Senior Citizen Health Program that currently offers retiree health care coverage to certain performers who have reached age 65, pay the required premium and do not qualify for active coverage but meet certain requirements based on their history of AFTRA-Covered Earnings. (If you are receiving monthly payments from the Retirement Fund, you can request that health care premiums to the AFTRA Health Fund be directly withheld from your monthly pension check. See page 35 for details.)

The AFTRA Health Fund also provides a special benefit for certain performers who are already receiving their benefits from the Retirement Fund and have qualified for Senior Citizen Health Program coverage, but are not yet receiving it because they have not yet reached age 65. These performers may continue their coverage on a self-pay basis until they are eligible for the Senior Citizen Health Program.

This is only a very brief summary of the rules of the AFTRA Health Fund's retiree coverage, which the Trustees of the AFTRA Health Fund may amend or modify at any time. Before you make any decision about your health coverage, you should refer to the summary plan description of the AFTRA Health Fund, available at www.aftrahr.com, for complete information on the terms of the AFTRA Health Fund (and its Senior Citizen Health Program and other coverage).

Glossary of Terms

To help you understand how the AFTRA Retirement Plan works, it's important for you to know the meaning of the terms defined here. Please note, however, that this Glossary is just intended to give you a basic understanding of what these important terms generally mean. You should review the rest of the SPD very carefully because it contains a more detailed description of these terms and how they are applied (including various special rules and exceptions that may be relevant to you).

Base Year is generally the 12-month period ending November 30. As described on page 12, the Base Year was different at certain times in 1954 and 1955. The Base Year is important because it is the period that is generally used as a reference for determining, for example, whether you earned a Pension Credit and Vesting Service and how much of a benefit you have accrued.

Beneficiary is generally the person (if any) entitled to receive payments from the Fund after your death. If you are not married, your beneficiary is the person whom you designate on the latest designation of beneficiary form that you have filed with the Fund office to receive your pension benefit upon your death. If you are married, special rules apply, and your beneficiary is automatically your spouse (although, in some cases, you may be able to elect another beneficiary if you have your spouse's consent).

Covered Earnings is generally the gross compensation you receive for work designated as Covered Employment (but not money you receive from a business if you are the sole proprietor or partner). Your Covered Earnings are subject to the limits under the collective bargaining agreement under which contributions are owed. There are special rules regarding what compensation is considered Covered Earnings, how compensation is allocated to Covered Earnings (when, for example, you perform a combination of services) and when Covered Earnings are taken into account.

Covered Employment is generally defined as services you perform under an AFTRA collective bargaining agreement accepted by the Trustees for which a contributing employer is obligated to contribute to the Fund on your behalf. Covered Employment also includes full time employment with AFTRA and the AFTRA Health and Retirement Funds (as employers of their employees).

Normal Retirement Age is generally the later of age 65 or the fifth anniversary of the date on which you became an Active Participant. There are special rules (see page 13) on how to calculate whether you have reached the fifth anniversary of participation.

Pension Credits help to determine your eligibility for a Regular Annuity. The amount of your Regular Annuity is based on your Covered Earnings in the Base Years in which you earn a Pension Credit. In addition, Pension Credits are used to help determine the amount of your Vesting Service. Whether you earn a Pension Credit in a particular year depends on your Covered Earnings in that Base Year.

Regular Annuity is generally a calculation of your benefit from the Plan (excluding the Retirement Account benefit described on page 21) based on your Covered Earnings in the Base Years in which you earn a Pension Credit. Your Regular Annuity is first calculated as a benefit payable at age 65 in the form of a Five Year Certain and Life Annuity, and then adjustments will be made for your age on the date you begin to receive payments and for the form in which your benefits are paid.

Vesting Service is a period of service (measured in years) used to help determine when your benefit becomes non-forfeitable or "vested". Once your benefit becomes vested, you do not lose your benefit rights under the Plan even if you leave Covered Employment before you have reached the age when you may apply for a benefit. Generally, your Pension Credits help determine when you have earned a year of Vesting Service. This is described in greater detail on page 12.

Eligibility and Participation

UNDERSTANDING COVERED EMPLOYMENT AND COVERED EARNINGS

You may become covered by this Retirement Plan if you perform services under an AFTRA collective bargaining agreement accepted by the Trustees for which a contributing employer is obligated to contribute to the Fund. Such work is referred to as "Covered Employment". Covered Employment also includes full-time employment with AFTRA and the AFTRA Health and Retirement Funds (as employers of their employees).

Your gross compensation for working in Covered Employment is called your "Covered Earnings". Your Covered Earnings may be subject to the limits under the collective bargaining agreement under which contributions are owed. Covered Earnings are credited at different times depending on the type of work that generated them. Here are examples of when the more common types of work are generally credited:

- Original production or session fee: The actual performance date is credited.
- Reuse, Residual, or Replay: If the reuse is for multiple dates, the first day of the cycle period is credited. For a single reuse, the air date of the reuse is considered to be the performance date.
- Royalty earnings for recording artists: In accordance with the National Code of Fair Practice for Sound Recordings, effective January 1, 1995, contributions are required to be paid on royalty earnings as defined in the Code whether or not the artist is recouped or payment is due to the artist. The performance date is the earlier of (1) the date the contribution and remittance reports are due, or (2) the date the contributions are received by the Funds. With regard to royalty artists, all contributions and remittance reports are due to the AFTRA Funds semi-annually within 30 days after the royalty statements are issued by the Company to the artist.
- Contingency Scale Payment: The royalty period end date is credited.

Covered Earnings don't include money you receive from a business if you are the sole proprietor or partner (unless it is incorporated or a limited liability company).

If you are paid for a combination of services (e.g., performing and writing or producing), only the portion of your pay that is allocable to covered services will be considered Covered Earnings under the Plan. The Trustees reserve the right to approve the allocation in their sole and absolute discretion, even if your contract sets forth a specific allocation. The Trustees may approve what is in the contract, or may, in their discretion, allocate more or less of your total earnings to covered services. If you have questions about the allocations in your personal services agreements, you should contact Participant Services at the Fund office.

ACTIVE PARTICIPATION

If you are not an "Active Participant" in the

Plan, in order to become one for the first time, you must have $7,500 in Covered Earnings or 1,000 hours of service with a contributing employer during a 12-consecutive month period. (Your hours of service with the same employer after 1976 will count even if not in Covered Employment if they are concurrent or contiguous with your Covered Employment.) The 12-month periods used to determine initial eligibility are:

- the first 12-month period starting when you began employment, and
- each Plan Year (i.e., 12 consecutive months ending November 30).

If you do meet these requirements, you become an Active Participant on the next following December 1 or June 1 in which you are in Covered Employment. If you become an Active Participant, all of your Covered Earnings in the Plan Year in which you became an Active Participant will count to determine whether you earned a "Pension Credit".

Unless you have already "vested" in your benefit (discussed on page 12, you will lose your status as an Active Participant as of the end of any "Base Year" (i.e., 12 consecutive months ending on November 30) in which you fail to earn a Pension Credit. However, the fact that you lose your status as an Active Participant does not mean that you lose previously earned Pension Credits or years of Vesting Service. Those will still count if you regain your status as an Active Participant and subsequently become vested.

You can regain your status as an Active Participant by again meeting the initial requirements during any subsequent Base Year. If you do that, your Covered Earnings in the entire Base Year in which you are reinstated as an Active Participant will count to determine whether you earned a Pension Credit.

EARNING CREDIT TOWARD A PENSION

By working in Covered Employment you accumulate years of Vesting Service and Pension Credits, both of which determine your eligibility for a Regular Annuity. The amount of the Regular Annuity is based on your Covered Earnings in the Base Years in which you earn a Pension Credit.

PENSION CREDIT

For Base Years commencing on or after December 1, 2002, you need to earn at least $7,500 of Covered Earnings in a Base Year in order to earn a Pension Credit for that Base Year. This means, that if you earn less than $7,500 of Covered Earnings in a Base Year, these earnings will not add to the amount of your pension.

For earlier Base Years, the earnings requirements were different. Generally, for prior Base Years, a Pension Credit could be earned with at least $5,000 of Covered Earnings in the Base Year. However, a special rule applied to you if you had at least one Pension Credit as of November 30, 1989. In that case, for Base Years after 1954 and prior to December 1, 1997 (or, if later, until you were vested), you would earn a Pension Credit for each Base Year in which your Covered Earnings totaled at least $2,000. Prior to December 1, 1989, Pension Credit was not provided to a Pensioner after Normal Retirement Age.

Under certain circumstances, you may also receive Pension Credits (to bring you up to not more than 10 total Pension Credits) for employment in the industry for consecutive Base Years before 1955 if you had at least three Pension Credits since 1955 and you had at least $2,000 in Covered Earnings in those prior calendar years. Please contact Participant Services Department at the Fund office for more information if you think this applies to you.

Definition of "Base Year"

Beginning December 1, 1954, a Base Year is generally the same as the Plan Year, meaning that it is the 12-month period ending November 30. Covered Earnings from November 16, 1954 through November 30, 1954 were included in the Base Year ended November 30, 1955.

VESTING SERVICE

Vesting Service is used to determine when your benefit becomes non-forfeitable. Once you become vested, you do not lose your benefit rights under the Retirement Plan even if you leave Covered Employment before you have reached the age when you may apply for a benefit.

Generally, you receive credit for one year of Vesting Service for each Base Year in which you earn a Pension Credit. However, a special rule applies for vesting (but not for calculating the amount of benefits, participation or any other purpose) if you were not vested in, but had at least one Pension Credit under, the Plan as of November 30, 2002. In that case, until you become vested, you will receive a Pension Credit for vesting purposes only for each Base Year on or after December 1, 2002 in which you had Covered Earnings of at least $5,000 (or $2,000 if you also had at least one Pension Credit as of November 30, 1989). However, as stated above, if your Base Year Covered Earnings fall below $7,500, these earnings will not be used in calculating the amount of your pension.

MINIMUM REQUIRED TO EARN A PENSION CREDIT (FOR VESTING PURPOSES ONLY)
For Base Years Starting on or after 12/1/2002

If you had at least one but less than ten pension credits prior to 11/30/89	$2,000 annual minimum in AFTRA-Covered Earnings
If you had at least one but less than five pension credits between 11/30/89 and 11/30/02	$5,000 annual minimum in AFTRA-Covered Earnings
For base years starting on or after December 1, 2002	$7,500 annual minimum in AFTRA-Covered Earnings

Periods of work for a Contributing Employer in non-Covered Employment after November 30, 1976 and immediately before or after a period of work in Covered Employment for that same Contributing Employer may also be counted toward Vesting Service. Vesting Service will also be granted for periods of service in the armed forces of the United States, to the extent required by law.

In general, you become 100% vested once you complete five years of Vesting Service if at least one of those years began on or after December 1, 1989. You are also 100% vested if you accumulated ten years of Vesting Service prior to December 1, 1989.

You may also become vested by performing services in Covered Employment on or after "Normal Retirement Age" which is the later of age 65 or the fifth anniversary of the date on which you became an Active Participant. (Thus, in some cases, Participants will not reach Normal Retirement Age until they are older than 65.) In determining whether you have reached your fifth anniversary, certain periods during which you earned no Pension Credit are disregarded if you are not vested based on your Years of Service. For example, if you earned no Pension Credit for a period that is longer than the years of Pension Credit you have just before you leave (or, if greater, 5 years), this period will not generally be counted. Solely for the purpose of deciding whether time may be disregarded, you may be treated as having earned a Pension Credit if you are absent by reason of your pregnancy, birth or placement for adoption of your child, or care for your child beginning immediately after birth or placement for adoption, if you provided the Trustees with the appropriate proof upon request.

WHEN YOU CAN BEGIN RECEIVING A REGULAR ANNUITY

You must submit an application for your pension before the date on which you wish your benefit payments to begin. See page 30. The explanation, which follows, will help you understand the pension payments to which you may be entitled and when you can begin receiving them.

Subject to certain rules set forth below, you can begin to receive your pension as soon as you reach the age of 55 (even earlier if you are disabled, see page 19). You should be aware, however, that if you choose to receive your pension benefits before you are 65 years old, your monthly annuity will be reduced and, in some cases, you may be subject to additional taxes.

BETWEEN THE AGES OF 55 AND 65

If you have reached the age of 55 and are vested, you are eligible to receive a Regular Annuity. Please note, however, that you must be retired; that is, you must not be continuously employed in Covered Employment on salary and you must not be under one or more contracts or commitments for future performance of services in Covered Employment. You also cannot at the time be working for a contributing employer in another capacity. If your pension begins before you reach the age of 65, the monthly payments will be reduced to reflect the fact that you may receive your pension over a longer period of time (see page 16). In certain circumstances, you may also be subject to an additional tax by the government on benefits received before you reach the age of 59 ½.

AT AGE 65

If you have reached the age of 65 and are vested, you are eligible to receive a Regular Annuity even if you continue to perform services in Covered Employment. If your Regular Annuity begins after age 65, the monthly payments will be increased to reflect your shorter life expectancy.

The law requires that your benefits be payable no later than the close of the Base Year in which you reach Normal Retirement Age (or, if later, terminate all Covered Employment) unless you elect to defer benefits. If you do not submit an application for benefits, this will constitute an election to defer benefits until either an application is filed or you reach age 70 ½.

AT AGE 70 ½

If you are vested, you must begin to receive your Regular Annuity no later than April 1 of the calendar year following the year in which you reach age 70 ½. The Retirement Plan does not permit you to delay your pension beyond that date. In many cases, if you waited beyond that date to receive your pension, you would be subject to substantial additional taxes by the government.

AMOUNT OF THE REGULAR ANNUITY

The amount of your Regular Annuity is determined using your Covered Earnings in those Base Years in which you earned a Pension Credit. Adjustments will be made for your age on the date you begin to receive payments and for the form of payment you choose, that is, the Husband and Wife Annuity or one of the other options described on page 22. **Please note that for those pensions that begin on or after December 1, 1997, there no longer is a limit on the number of Base Years used in the calculation. Before that date, pensions were calculated using only the 30 Base Years in which your Covered Earnings were highest.**

HOW TO FIGURE YOUR REGULAR ANNUITY

The first step in determining your pension is to calculate the annual amount of the Regular Annuity which would be payable when you reach the age of 65, assuming the standard form of payment for an individual who is single. Multiply your Covered Earnings in each Base Year in which you earned a Pension Credit by the percentage shown in the following chart. **Remember** that you only make this calculation for Base Years in which you earned a Pension Credit.

BEGINNING ENDING	12/1/1954– 11/30/1995	12/1/1995– 11/30/1997	12/1/1997– 11/30/2002	12/1/2002– 5/31/2003	6/1/2003- 11/30/2004	12/1/2004– Forward
0-$50,000	3.1%	3.1%	3.6%	3%	2%	1.5%
50,000-100,000	3.1%	3.1%	3.1%	3%	2%	1.5%
100,000-IRS MAX*	1.05%	3.1%	3.1%	3%	2%	1.5%

*The maximum earnings taken into acccount for the purposes of the Plan are calculated based on your earnings from all employers contributing to the Plan, not on an employer by employer basis. The maximum compensation for each Base Year is as follows: Base years ended before December 1, 1992: $200,000; Base year ended November 30, 1993: $228,860; November 30, 1994: $235,840; November 30, 1995: $242,280; November 30, 1996: $245,000; November 30, 1997: $250,000; From Dec. 1, 1997 to Nov. 30, 2000: $160,000; From Dec. 1, 2000 and thereafter: $170,000

The percentages in the chart above are applied to your Covered Earnings for each Base Year in which you earned a Pension Credit. The amounts calculated for each Base Year are then added together to determine the annual amount of your Regular Annuity, before adjustments for age and before adjustments for the particular form of payment you choose. Thus, this annual amount, when divided by 12, represents your monthly Regular Annuity benefit, assuming that you begin receiving it at age 65 and assuming that you have chosen the Five Year Certain and Life Annuity option described on page 22.

The following example will help you understand how to figure your pension benefit:

A Participant had $25,000 in Covered Earnings in each of sixteen (16) Base Years. Five of the years came between December 1, 1992 and November 30, 1997. The remaining 11 were earned in consecutive Base Years beginning on or after December 1, 1997. (For Covered Earnings in Base Year 2003, the Participant earned $12,500 in each half of the year.) The calculation of the pension would be as follows:

For the five (5) years between
December 1, 1992 and November 30, 1997:

5 years x $25,000 = $125,000 x 3.1% = $3,875
(5 times $25,000 per year times the factor of 3.1%)

For the five (5) years between
December 1, 1997 and November 30, 2002:

5 years x $25,000 = $125,000 x 3.6% = $4,500
(5 times $25,000 per year multiplied by the factor of 3.6%)

For the year December 1, 2002 through
November 30, 2003:

$12,500 x the factor 3%= $375

$12,500 x the factor 2%= $250

<u>Total Credit</u> $625.00

For the year December 1, 2003 through
November 30, 2004:

$25,000 x the factor 2%= $500

For the remaining (4) years between
December 1, 2004 and November 30, 2008:

4 years x $25,000=$100,000 x 1.50%= $1,500
(4 times $25,000 per year multiplied by the factor of 1.5%)

Your annual pension at age 65: $11,000

Your monthly pension at age 65: $916.66

REDUCTION FOR PAYMENTS BEFORE AGE 65 (EARLY RETIREMENT)

Although you may choose to receive your Regular Annuity as early as age 55 if you are 100% vested and no longer work in Covered Employment, the amount of your monthly pension will be less than if you waited to retire at age 65. If you begin to receive your Regular Annuity before age 65, the amount of the monthly payment will be reduced by one-half of one percent for each month between the date payments begin and the date you reach the age of 65. (This reduction will affect all your payments including those you receive after you are 65.)

The monthly amount of your benefit is reduced because you are likely to receive payments for more months than if you waited until age 65 to retire.

A Participant with earnings of $25,000 in each of sixteen (16) Base Years as described in the example above would receive a monthly pension in the form of a Five Year Certain and Life Annuity of $916.66 beginning at age 65. If, however, this Participant decided to begin receiving a Regular Annuity at age 62, the benefit would be calculated as follows:
36 months (younger than age 65) x ½% = 18%
18% x $916.66 = $164.99 reduction
$916.66 - $164.99 = $752

Thus, the Participant would receive a reduced monthly benefit of $752 (after rounding to the nearest whole dollar).

If the same Participant were married and received the Husband and Wife Annuity, the monthly benefit in this example would be further reduced. Similar adjustments would be made if you were to choose other forms of payment such as the Joint and Survivor Annuity.

INCREASE FOR PAYMENTS AFTER NORMAL RETIREMENT AGE

If you wait until after age 65 to apply for your pension, your monthly benefit will be greater than it would have been at age 65 because you are likely to receive monthly payments over a shorter period of time. The exact amount of the increase is determined actuarially. However, in no event can you defer commencement of your monthly payments beyond the April 1 following the calendar year in which you reach age 70 ½.

ADJUSTMENT FOR FORM OF PAYMENT

Your monthly benefit will also be adjusted to reflect the form of payment you choose. Some forms of payment will reduce your monthly benefit but will guarantee your spouse or beneficiary a pension should you die. Some forms of payment such as the Life Benefit Only will result in an increase in your monthly pension with no survivor benefits when you die. For a description of the various forms of payment, see page 22.

MINIMUM PENSION AMOUNT

Your monthly pension (assuming that you begin receiving it at age 65 and assuming that you have chosen the Five Year Certain and Life Annuity) will not be less than $22.50 multiplied by the number of Pension Credits (up to 10) you had on May 31, 2003. This amount is adjusted in the same way as your Regular Annuity, that is based on your age at the time and the form of benefit you elect.

For example, assume you had three Pension Credits as of May 31, 2003 and you later accrued at least another two to qualify for a Regular Annuity. In that case, if your total pension (including all five Pension Credits) is less than $67.50 (when expressed as a Regular Annuity) then you will receive a minimum pension of $67.50. This amount was calculated by multiplying $22.50 by the number of Pension Credits (three) you earned before May 31, 2003.

MAXIMUM ANNUAL BENEFIT

The law imposes a maximum amount of benefits that may be paid to you annually from the Plan. The annual maximum of $140,000 (which may be adjusted if your benefit begins before Social Security retirement age and for certain other reasons) was frozen by the Plan effective December 1, 2001.

In addition, effective December 1, 2002, the Trustees adopted a maximum annual pension benefit at a level of $96,000 (or $8,000 per month). This is the maximum pension that you can accrue based on your earnings. If you decide to take your benefit in a form other than a Regular Annuity, this limit is applied before any adjustments to the Regular Annuity form, meaning that the maximum annual benefit you receive may be more or less than $96,000 (depending on the form you take).

If you accrued a benefit higher than this $96,000 amount as of November 30, 2002, then your maximum benefit will instead be the amount you accrued as of November 30, 2002 (limited by the $140,000 maximum described above). In that case, you will not earn any increased accruals for Covered Earnings after November 30, 2002.

Here are a couple of examples of how this works: Let's say that by November 30, 2002, you earned a pension of $7,900 per month at age 65 (which is an annual benefit of $94,800). Since this is less than the maximum annual pension, if you continued to work and have Covered Earnings of at least $7,500 per year, you continue to accrue increased benefits until you reach the level of $96,000 annually. Once your benefit reaches that level, it will not increase, regardless of your earnings after November 30, 2002. Then, when you reach age 65, if you take your benefit as a Regular Annuity, you will receive a pension of $8,000 per month.

In this example, if your benefit was paid in another form available from the Retirement Plan, such as a Husband and Wife Annuity, the $96,000 limit would be actuarially reduced to account for the fact that payments may be made to your opposite sex spouse or beneficiary.

Another example: You've enjoyed a high level of Covered Earnings for many years and, as of November 30, 2002, you were entitled to a benefit of $9,000 a month ($108,000 annually), beginning in the year you reach age 65. The benefit maximum would not have reduced the benefit you already accrued as of November 30, 2002, so you would still receive $108,000 a year (or $9,000 a month) if you retire at 65. Of course the benefit would not increase beyond $108,000 after November 30, 2002, even if you have additional Covered Earnings.

Disability Pension

ELIGIBILITY FOR DISABILITY PENSION

If you become totally disabled before you reach the age of 65, have not yet begun to receive your Regular Annuity and meet certain other conditions described below, you may qualify for a Disability Pension.

A Social Security Disability Award is required to establish your total disability. However, you should notify the Fund office in writing as soon as you apply for a Social Security Disability Award and ask the Fund office to send you information about what you need to do to insure that you receive the maximum possible benefit under a Disability Pension. Under certain conditions (described below), it may be possible for you to begin receiving Regular Annuity benefits while waiting for Social Security to process your application and you may also qualify for a retroactive adjustment to your Disability Pension when Social Security issues its Award.

Whether you qualify for a Disability Pension depends on your age and Pension Credits as of the date on which you become totally disabled (your "Disability Date") and when your Disability Date occurs.

If your Disability Date occurs on or after December 1, 1995, you qualify for a Disability Pension if you meet both of the following conditions on your Disability Date:

- you have ten or more Pension Credits, and
- you earned two or more Pension Credits within the period consisting of the Base Year which includes your Disability Date and the five Base Years immediately before that Base Year.

A different rule applies if your Disability Date is after November 30, 1990 but before December 1, 1995 and you attained age 55 by that date. In that case, you qualify for a Disability Pension if you have ten or more Pension Credits (regardless of when they were earned).

AMOUNT OF DISABILITY PENSION

A Disability Pension is calculated in the same manner as a Regular Annuity except that there is no reduction in the monthly amount payable to you because your pension starts before you reached age 65. Appropriate actuarial adjustments will be made to reflect the form of payment you elect. An actuarial adjustment, taking into account the age at which your payments began, will also be made to any benefit which is paid to your beneficiary after your death.

APPLYING FOR BENEFITS WHILE WAITING FOR SOCIAL SECURITY

There are two ways to apply for benefits when you are waiting for a Social Security Disability Award. These differ depending on whether you are at least age 55.

If you are at least age 55, are eligible for a Regular Annuity and would otherwise qualify for a Disability Pension (including being totally disabled) but you have not yet received a Social Security Disability Award, you may be able to begin your Regular Annuity and then have it adjusted when you do receive the Award. You can receive such an adjustment if you meet those conditions and:

- you notify the Fund office in writing prior to the Effective Date of the Regular Annuity that you have applied for Social Security Disability benefits;
- your Regular Annuity is being paid in a form of benefit that includes monthly payments;
- if you are married to an opposite sex spouse and you are not taking your benefit in the form of a Husband and Wife Annuity (or an optional form of benefit that doesn't require your spouse's consent) and you submitted prior to the Effective Date of your Regular Annuity a written spousal consent on the Plan's forms acknowledging the possibility of this adjustment;
- the effective date of your Social Security Disability Award is within six months of the Effective Date of your Regular Annuity and prior to your death; and
- you submit evidence of your receipt of a Social Security Disability Award within six months after you are notified by the Social Security Administration that your application for a Social Security Disability Award is approved.

If this occurs, your benefit will be adjusted as of the first of the month after all of these conditions are met. In addition to adjusting your benefits on a going-forward basis, the Fund will pay a lump sum to you (or your beneficiary if you have died) to reflect the difference in amount between what you received under the Regular Annuity to date and what you would have received had your benefit been a Disability Pension.

If instead you are not yet age 55, you became totally disabled on or after December 1, 1995, and you would otherwise qualify for a Disability Pension but you have not yet received a Social Security Disability Award, you can submit an advance application for a Regular Annuity. If you reach age 55 before the Fund office is provided with evidence of your Social Security Disability Award, your application will be treated as one for a Regular Annuity beginning on the first of the month following the month in which you reached age 55. If you receive a Social Security Disability Award within six months after your advance application, your Regular Annuity will be treated as though the Effective Date were the later of the month the Social Security Disability Award is effective or the first month that is at least 30 days after your advance application. You will also receive a lump sum of the monthly payments due from the date treated as your Effective Date until the benefits actually begin. This only applies if: (i) you submit evidence of your receipt of a Social Security Disability Award within six months after you are notified by the Social Security Administration that your application for a Social Security Disability Award is approved; and (ii) you are married to an opposite sex spouse and you are not taking your benefit in the form of a Husband and Wife Annuity (or an optional form that doesn't require your spouse's consent), and you submitted prior to the Effective Date of your Regular Annuity a written spousal consent on the Plan's forms acknowledging the possibility of this adjustment.

Retirement Accounts

In the early years of the Fund, the Retirement Plan provided, as an alternative to the Regular Annuity, a system of benefits based on separate Retirement Accounts for Participants. Once the Fund had matured, no further Retirement Accounts were established and the balances in existing Retirement Accounts were frozen effective November 30, 1989.

The only Participants who still have Retirement Accounts are those who had Covered Earnings before February 1, 1972 or Covered Earnings as a Dancer before November 30, 1989. The balance in a Participant's Retirement Account has not changed since the accounts were frozen on November 30, 1989 (except for any corrections made to Covered Earnings before that date). The balance in a Retirement Account is stated in each Annual Earnings Statement sent to the Participant since then. If you have a Retirement Account, you may obtain further information as to how the balance was calculated by contacting the Fund office.

A Participant who is at least age 55, has a Retirement Account balance and has retired but has not vested in a Regular Annuity, may apply for a benefit based on the Retirement Account balance.

A Participant who is at least age 55 and has vested in his or her Regular Annuity may also apply for such a benefit, but the Regular Annuity that the Participant elects at that time (or at a later time) will be reduced to reflect the value of the benefit paid from the Retirement Account. The value of the Retirement Account benefit used to offset the Regular Annuity will be determined based on various assumptions established by the Plan (including an interest rate and mortality assumption). If a Participant does not elect to receive the Retirement Account separately, he or she will only receive the full amount of his or her vested Regular Annuity.

A Participant with a Retirement Account may elect, with the consent of his or her opposite sex spouse (as described below) to take a lump sum based on the Retirement Account balance. (If the value of the Participant's Retirement Account and Regular Annuity is $5,000 or less, then the lump sum form of payment is required.) As described above, if the value of the Regular Annuity is greater than that of the Retirement Account, the value of the lump sum will be deducted from the value of the Regular Annuity, and the remainder of the benefit will be paid as a Regular Annuity. If the value of the Retirement Account is the same or higher, then only the lump sum will be paid and you won't receive any further Regular Annuity.

If you do not elect a lump sum (or do not obtain the required spousal consent), you will simply receive the full amount of your Regular Annuity, rather than the Retirement Account balance (and the Retirement Account balance will not offset the Regular Annuity). If the value of the Retirement Account balance is greater than the value of the Regular Annuity, you will receive the Regular Annuity plus the difference between the two (paid in the same form as the Regular Annuity).

Forms of Benefit Payments

Before you complete your application for a benefit you should obtain information from the Fund office about the ways in which you may choose to have your benefit paid. An election form must be filed with the Fund office before the first date for which a benefit is payable (the "Effective Date" of your pension). After the Effective Date you will not be permitted to change the form of payment regardless of changes in your marital status or other circumstances.

STANDARD FORMS OF ANNUITY

There are two standard forms of annuity. One applies if you are not married to an opposite sex spouse on the Effective Date; the other if you are married to an opposite sex spouse on the Effective Date. If you are single on the Effective Date, your benefit will be paid as a Five Year Certain and Life Annuity unless you elect one of the Optional Forms of payment. If you are married to someone of the opposite sex on the Effective Date, your benefit will be paid as a Husband and Wife Annuity unless one of the Optional Forms of payment has been elected with the written consent of your spouse.

A Word About "Spouses"

Throughout this booklet, you will see references to the term "spouse" and "married". Generally, "spouse" means your opposite sex spouse or your same sex spouse married to you under a Massachusetts marriage license, and "married" includes marriage to such a spouse. In some cases (as a result of certain legal restrictions), spouse or married will refer only to marriage to an opposite sex spouse. Those cases are identified throughout the booklet.

FIVE YEAR CERTAIN AND LIFE ANNUITY

The Five Year Certain and Life Annuity provides equal monthly payments to you as long as you live. If you die before receiving at least 60 monthly payments, the payments will continue to be made to the beneficiary you designate until a total of 60 monthly payments have been made.

THE HUSBAND AND WIFE ANNUITY

The Husband and Wife Annuity provides you with equal monthly payments as long as you live. If you die before the opposite sex spouse to whom you were married on the Effective Date, one-half the amount you were receiving monthly will continue to be paid to that spouse as long as he or she lives. The monthly pension you will receive will be less than the amount that would be payable under the Five Year Certain and Life Annuity form of payment.

For the purposes of the Husband and Wife Annuity and the Pre-Retirement Surviving

Spouse Annuity, the Trustees are entitled to rely on your representation as to whether you are married and, if so, to whom. The Trustees may deny benefits to a person claiming to be your spouse if it contradicts your representation. However, please see the section entitled "Information and Proof" (page 37) for more information regarding the need for accurate information.

OPTIONAL FORMS

Whether you are single or married, you may choose from various Optional Forms of benefits. If you wish to choose one of these options and waive the Standard Form, the election must be made in writing on forms prescribed by the Plan before, but no more than, 90 days before the Effective Date of your pension.

If you are married to an opposite sex spouse on the Effective Date of your pension, that spouse's prior written consent is required (no more than 90 days before the Effective Date) in order for you to elect any Optional Form which does not provide an annuity for that spouse equal to or greater than he or she would receive under the Husband and Wife Annuity or imposes additional conditions on that surviving spouse's right to receive a survivor benefit.

If required, your spouse's consent must be in writing on forms prescribed by the Plan and must be witnessed by a notary public or a Plan representative designated by the Trustees. The consent requirement may be eliminated if the Plan determines (based on evidence you provide) that you cannot locate your spouse after diligent efforts. It may also be eliminated if there are extenuating circumstances recognized by the IRS (e.g., you have been either legally separated from, or abandoned by, your spouse and you have a court order to that effect).

If you elect one of the Optional Forms, the amount payable monthly is adjusted so that, as of the Effective Date, the actuarial value of expected payments in the Optional Form is the actuarial equivalent of the actuarial value of the expected payments under the Standard Forms of payment. In most cases, but not all, the effect of this actuarial adjustment will be to reduce the amount of the monthly pension that you would otherwise receive. The amount of the adjustment will depend on which Optional Form you choose, your age on the Effective Date and the age of any beneficiary to whom amounts may become payable under the Optional Form.

You may not elect an Optional Form that would reduce any monthly payment to less than $20.

Once you elect an Optional Form, you cannot revoke it after your Effective Date. You can only revoke it before your Effective Date in limited circumstances, as follows:

- You may revoke the Life Benefit Only, Level Income Option or Pop-Up option in writing prior to your Effective Date.

- You may revoke an election for a 50%

J&S or 100% J&S prior to your Effective Date if your beneficiary dies. If that happens, you will have six months from your beneficiary's date of death to elect a form of annuity or name a beneficiary.

- If you elect a 50% J&S or a 100% J&S with your spouse as a beneficiary, you can revoke it prior to your Effective Date if you get divorced from your spouse prior to your Effective Date or you change your benefit to a Husband and Wife Annuity.

The Optional Forms are:

LIFE BENEFIT ONLY
If you elect this Optional Form, you will receive equal monthly payments as long as you live, but no benefits will be paid to anyone after your death. The amount you receive during your life will be greater than that under the Five Year Certain and Life Annuity because there are no survivor benefits.

FIVE YEAR CERTAIN AND LIFE ANNUITY
The Five Year Certain and Life Annuity, described on page 22, is an Optional Form if you are married to an opposite sex spouse on the Effective Date.

50% JOINT AND SURVIVOR ANNUITY
The 50% Joint and Survivor Annuity ("50% J&S") is similar to the Husband and Wife Annuity in that it provides you with equal monthly payments as long as you live. After your death, except as stated below in this section, monthly payments equal to one-half the amount you were receiving will be paid during the life of the beneficiary you named when electing this Optional Form of payment. The 50% J&S differs from the Husband and Wife Annuity in other important respects:

- the 50% J&S is not available for a Disability Pension except where the 50% J&S was elected at least three years before the Effective Date of your pension or your beneficiary is your same sex spouse married pursuant to a Massachusetts marriage license.

- your election of the 50% J&S is automatically revoked if either you or your beneficiary dies before you reach age 65 and before you have received payments for twelve months. If this occurs, you will be deemed to have elected payment of your benefits as a Five Year Certain and Life Annuity. A retroactive adjustment will be made for the amount by which your monthly payments were previously reduced for selection of the 50% J&S. However, the 50% J&S will not be revoked if the beneficiary you named is a spouse to whom you were married for at least one year as of the Effective Date or, in the case of an opposite sex spouse, as required by a Qualified Domestic Relations Order.

100% JOINT AND SURVIVOR ANNUITY
The 100% Joint and Survivor Annuity ("100% J&S") is the same as the 50% J&S except that the payments to you and the payments to your beneficiary after your

death will be in the same monthly amount. The 100% J&S is not available for a Disability Pension except where the 100% J&S was elected at least three years before the Effective Date of your pension. As with the 50% J&S, this option will be automatically revoked if either you or your beneficiary dies before you have reached the age of 65 and before you have received twelve monthly payments. In this event, you will be deemed to have elected the Five Year Certain and Life Annuity and retroactive adjustments will be made.

However, unlike the 50% J&S, if your beneficiary is your spouse to whom you were married for at least one year as of the Effective Date and you die before reaching age 65 and before you have received twelve monthly payments, your election of the 100% J&S will be revoked and you will be deemed to have elected the 50% J&S (with retroactive adjustments to be made). Otherwise, the 100% J&S will not be revoked if the beneficiary you named is a spouse to whom you were married for at least one year as of the Effective Date or, in the case of an opposite sex spouse, as required by a Qualified Domestic Relations Order.

LEVEL INCOME OPTION

The Level Income Option is designed for those whose Effective Date comes before they are entitled to receive Social Security benefits. If you choose the Level Income Option, your monthly pension will be higher until you begin to receive Social Security benefits. Your monthly pension will be decreased at that point. To the extent feasible, these amounts will be calculated so that the total amount you receive each month from both the Plan and Social Security will remain approximately the same as the payments you received from the Plan before your Social Security benefits began.

COORDINATION OF A JOINT AND SURVIVOR ANNUITY AND THE LEVEL INCOME OPTION

You can combine aspects of the Level Income Option with either the 50% J&S or the 100% J&S to provide you with a level retirement income during your lifetime and survivor benefits for your beneficiary after you die. To elect this option you must satisfy all of the conditions that apply to both the Joint and Survivor Annuities and the Level Income Option.

POP UP OPTION

The Pop Up Option provides equal monthly payments until the earlier of your death or the death of the spouse to whom you were married on the Effective Date of your pension. If you die first, your spouse will receive monthly payments for life equal to one-half of the monthly amount you were receiving. If your spouse dies first, you will continue to receive monthly payments for life but the payments following the death of your spouse will be increased to the amount you would have received if this Optional Form had not been elected. If you die after your spouse but before you have received a total of 60 monthly payments, a death benefit will be payable. The monthly payment will revert to the Five Year Certain and Life Annuity and any payments made under the Pop Up Option prior to the death of the spouse will be counted towards the 60-payment guarantee.

For example, let's assume that a participant elects the Pop Up option on January 1, 2004. The beneficiary of the participant dies on December 15, 2004. For purposes of the 60-payment guarantee, as of the beneficiary's date of death the Plan had already issued 12 monthly payments that count towards the 60-payment guarantee under the Five Year Certain and Life Annuity. Therefore, the Plan will guarantee payments to a different beneficiary for 48 more payments, or through December 31, 2008.

PAYMENT OPTION EXAMPLES

The following chart illustrates how your monthly pension will be adjusted depending on the form of payment you choose.
Let's assume you retire at age 65 with a yearly pension of $35,912.92 or $2,993 a month before any adjustments. Let's also assume that your spouse or beneficiary is age 65 as well. Remember that the amount of the actuarial adjustment is dependent on the Optional Form you choose, your age on your benefit Effective Date, and the age of your spouse or beneficiary, if applicable.

PAYMENT OPTION	MONTHLY BENEFIT
Five Year Certain and Life Annuity	$2,993
Pop-Up Option	$2,746
Life Benefit Only	$3,034
Husband & Wife Annuity	$2,778
50% Joint and Survivor Annuity	$2,778
100% Joint and Survivor Annuity	$2,563

Death Benefits

In certain instances, the Plan provides for the payment of a benefit to your beneficiary if:

- You were receiving a monthly pension when you died and had selected a payment option that provided for survivor benefits (see pages 22-26);
- You die after vesting for a Regular Annuity, but before your pension is scheduled to begin; or
- You die and had a Retirement Account with an adjusted balance of more than zero.

PRE-RETIREMENT SURVIVING SPOUSE PENSION

If you die after having met all of the following conditions, your spouse (or, in the case of an opposite sex spouse, a former spouse if a Qualified Domestic Relations Order requires that your former spouse be treated as your spouse for purposes of this benefit) is entitled to a Pre-retirement Surviving Spouse Pension if:

- you had Covered Earnings after August 22, 1984;
- you either had become vested in a Regular Annuity or had a Retirement Account with an adjusted balance greater than zero;
- no benefit under the Plan had become payable to you; and
- you and your spouse had been married at least one full year immediately preceding your death or, in the case of an opposite sex spouse, a Qualified Domestic Relations Order requires that a former spouse be treated as your surviving spouse for the purposes of Pre-Retirement Surviving Spouse benefits.

If you had reached the age of 55 before your death, the Pre-Retirement Surviving Spouse benefit will become payable as of the first of the month following your death. **Payment of the benefit can be delayed for opposite sex spouses no later than the calendar year in which the participant would have reached age 70 ½. Same sex spouses must begin to receive the benefit no later than December 31 of the year following the participant's death.** It will provide the same monthly annuity payments that your spouse would have received if you had elected the Husband and Wife Annuity (or, in the case of same sex spouses married pursuant to a Massachusetts marriage license, the 50% Joint and Survivor Annuity) with an Effective Date immediately prior to your death.

If you had not reached age 55 before your death, the Pre-retirement Surviving Spouse Pension will not be payable until the first of the month following the month in which you would have become age 55 (except in the case of a same sex spouse married pursuant to a Massachusetts marriage license, in which case the benefit to the spouse must begin no later than December 31 of the year following the year in which you died). In that event, the benefit will be calculated based on the Plan in effect when you last worked in Covered Employment and will be the amount that your spouse would have received if you had survived until age 55, elected a Husband and Wife Annuity with an Effective Date on your 55th birthday and then died immediately thereafter.

A surviving spouse (or a surviving former opposite sex spouse under a QDRO) who is entitled to a Pre-retirement Surviving Spouse Pension and who would otherwise be entitled to the benefits described in the following section (Pre-Retirement Death Benefit) may elect to take those benefits instead of the Pre-retirement Surviving Spouse Pension. However, if such benefits are more valuable than the Pre-retirement Surviving Spouse Pension, the surviving spouse (or a surviving former opposite sex spouse under a QDRO) may still choose the Pre-retirement Surviving Spouse Pension, which will then be increased to reflect the value of the higher benefit.

PRE-RETIREMENT DEATH BENEFIT

AFTER BECOMING ELIGIBLE FOR A REGULAR ANNUITY

If you die after becoming vested in a Regular Annuity but before the Effective Date of your pension and a Pre-retirement Surviving Spouse Pension is not elected or is not otherwise payable, the death benefit your beneficiary will receive is the greater of:

- 60 monthly payments in the same amount as the monthly benefit payments you would have received under the Five Year Certain and Life form of a Regular Annuity, calculated based on your age as of the first day of the month in which you died; or
- a lump sum in the amount of any adjusted balance in your Retirement Account.

Your beneficiary can elect to take the adjusted balance of your Retirement Account even if its value is less than the 60 monthly payments. If that happens, the difference between the two will be paid in 60 monthly payments (unless the monthly payments are less than $20, in which case the entire balance will be paid in a lump sum payable the first of the month following the date of death).

BEFORE BECOMING ELIGIBLE FOR A REGULAR ANNUITY

If you have a Retirement Account with a balance greater than zero, and you die before becoming eligible for a Regular Annuity and a Pre-retirement Surviving Spouse Pension is not elected or is not otherwise payable, your beneficiary will receive a lump sum in the amount of the greater of the adjusted Retirement Account balance or, if you had not previously received a Retirement Account benefit, $100, payable the first of the month following the date of death.

AFTER THE EFFECTIVE DATE OF YOUR PENSION

If your pension is being paid in the form of a Five Year Certain and Life Annuity and you die after the Effective Date but before you have received at least 60 monthly benefit payments, your beneficiary will receive the greater of:

- the balance of such 60 monthly payments, or

- any amount in your adjusted Retirement Account after all benefit payments made to you have been subtracted.

If your pension is being paid in the form of a Five Year Certain and Life Annuity and you die on or after the Effective Date after you have received at least 60 monthly benefit payments but before you have received benefit payments at least as valuable as your Retirement Account balance, your beneficiary will receive the difference between the value of the payments you received and your Retirement Account balance.

If your pension is being paid in a form other than the Five Year Certain and Life Annuity and you die after the Effective Date of your pension, no death benefit will be payable other than whatever survivor benefits are provided by the form of payment in which your pension is being paid (see pages 22-26).

FORM OF PAYMENT OF DEATH BENEFITS

The Pre-Retirement Surviving Spouse Pension will be payable beginning the first of the month following the date of death in the form of monthly benefits for life. Your surviving opposite sex spouse can delay the commencement of this benefit until the date on which you would have attained age 70 ½. However, under the law, your surviving same sex spouse married pursuant to a Massachusetts marriage license must begin to receive benefits not later than the December 31 of the calendar year immediately following the calendar year of your death.

Death benefits other than the Pre-Retirement Surviving Spouse Pension will be paid upon the beneficiary's application (on forms designated by the Plan). The portion of these death benefits relating to your Retirement Account benefits can be paid as a lump sum. Other death benefits are payable monthly over 60 or less months (as applicable). You may also elect to have your beneficiary paid an actuarially equivalent annuity for his/her life or in monthly payments for a specified period of years. You cannot elect an annuity or monthly payments if a monthly payment would be less than $20.

You should be aware that there are restrictions on the timing of benefit payments imposed by the Internal Revenue Code that may affect your beneficiary's benefit payments. For example, benefits payable on account of your death to anyone other than your opposite sex spouse must begin no later than one year after your death.

BENEFICIARY

If you are eligible for a Pre-Retirement Surviving Spouse Pension, the spouse (or former opposite sex spouse if a Qualified Domestic Relations Order requires that your former spouse be treated as your spouse for purposes of this benefit) is automatically your beneficiary, and you cannot name another beneficiary.

If you are not eligible for a Pre-Retirement Surviving Spouse Pension, your beneficiary is the person whom you have designated on the latest designation of beneficiary form that you have filed with the Fund office.

You may change the designation of your beneficiary at any time prior to the Effective Date of your benefit by filing a new enrollment card or by otherwise notifying the Fund office in writing.

If your spouse is not automatically your beneficiary and there is no designation of a beneficiary on file with the Fund office when you die, your beneficiary will be the person or persons entitled to receive benefits payable from the Plan under the terms in your will. If you die without leaving a valid will, any death benefits will be paid per capita to the first of the following classes in which there is a survivor: your spouse, your children, your parents or your brothers and sisters.

HOW TO APPLY FOR PENSION BENEFITS

In order to receive benefits from the Fund, you must file a written application with the Fund office on a form which will be provided upon request. You may also be required to file any information or proof reasonably necessary to determine benefit rights. If you are not age 65, you will also need to declare your retirement in a form satisfactory to the Trustees.

Completed applications should be filed at least one month in advance of the date on which you wish your benefit to become effective. While your application must not be submitted more than 90 days before your anticipated Effective Date, it is recommended that you begin the process several months before you expect to file a formal application. This will give the Fund office time to provide you with information about the various options from which you may choose and certain tax information that the Fund is required to provide.
Your benefit will become effective on the later of:

- the first day of the first month following the month in which you have met all the requirements for the benefit including the filing of a properly completed application; or

- the first day of the month specified in your application.

Nevertheless, the law and the Plan require that you begin receiving any benefit to which you are entitled by April 1 of the year following the calendar year in which you reach age 70 ½. It is very important that, as you approach this date, if you have not commenced your benefits, you ensure that the Fund office has the most updated contact information for you. If we cannot pay this benefit because we cannot locate you, you may have to pay a significant additional tax on your benefits.

RETURN TO COVERED EMPLOYMENT

AFTER COMMENCING YOUR REGULAR ANNUITY

If you return to Covered Employment (which includes receiving residuals and royalties) after November 30, 1976 and earn additional Pension Credits after the Effective Date of your pension, your monthly benefit will be recalculated to take into account the additional credits (subject to the maximum annual pension benefit described on page 17). Any additional monthly benefit that results from this recalculation will become payable on the

June 1 following the Base Year in which you earned the additional Pension Credit. It will be paid in the same form as your benefit that you were previously receiving. However, if you were receiving a Husband and Wife Annuity or an Optional Form with a survivor benefit and your beneficiary is no longer alive, the additional benefit will be calculated without the adjustment for the original form of benefit.

For earnings prior to December 1, 2000, the additional benefit will be based on the benefit accrual rates applicable in the Base Year and on the early retirement and benefit option adjustment factors applicable on the original Effective Date of your benefit. For earnings on or after that date, the additional benefit will be based on the benefit accrual rate applicable to individuals with an Effective Date on the June 1 on which the additional benefit becomes payable and the early retirement or option adjustment factors in effect on that June 1.

AFTER RECEIPT OF YOUR RETIREMENT ACCOUNT

If you received a lump sum distribution of the adjusted balance of your Retirement Account after November 30, 1976 and then return to Covered Employment, you may repay the distribution to the Fund, with compound interest (as calculated by the Plan). Any such repayment must be made no later than five years after the first date upon which you return to Covered Employment or the close of the fifth consecutive Base Year in which you earn no Pension Credit, whichever occurs first. If you repay this amount, your prior years of Pension Credit will be taken into account for the purposes of determining your future benefits. If you do not, your service for which you earned a Retirement Account benefit will not be counted in determining those benefits (except to determine whether you are vested) unless you are receiving a monthly annuity and your lump sum was paid on or after December 1, 1989.

Other Information

PLAN INTERPRETATION

Please note that no individual other than the Board of Trustees or its duly authorized designee(s) has any authority to interpret the Plan documents, including this Summary Plan Description 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.

The Plan Administrator and 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 this booklet, 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 AFTRA Retirement Fund. Without limiting the generality of the foregoing, the Plan Administrator 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 AFTRA Retirement Fund in accordance with the terms of the Plan;
- Decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;
- Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this booklet, 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 Plan Administrator and/or its duly authorized designee(s) shall be final and binding upon all participants, beneficiaries and any other individuals claiming benefits under the Plan.

YOUR RIGHT TO APPEAL A DECISION DENYING BENEFITS

If your application for a benefit is denied by the Fund office, you will be informed of the decision in writing no later than 90 days after receipt by the Fund of the application and other information or proof required to determine benefit rights. The Fund office may extend this 90-day period for special circumstances, but not beyond a period of 90 additional days. You will be informed in writing if the Fund office requires an extension for special circumstances. A decision denying an application for benefits will include:

- the specific reason(s) for the determination;
- reference to the specific plan provision(s) on which the determination is based;

- if applicable, a description of any additional material or information necessary to remedy a deficiency in your application;
- a description of the process and time limit by which you or your authorized representative may appeal the determination.

If you have not received a written decision within 90 days (or notification of an extension), the application is deemed to be denied.

APPEAL PROCEDURE

If you believe the Fund's determination regarding your application for retirement benefits was in error, you have the right to appeal the determination to the Board of Trustees' Appeals Committee. An appeal must be made in writing and submitted to the AFTRA Retirement Fund, P.O. Box 1806, Murray Hill Station, New York, NY 10156-1806. In order to be timely, an appeal must be submitted no later than 180 days from your receipt of the Fund's notification denying retirement benefits. You have the right to submit comments, documents or other information for consideration on appeal. The appeal will be considered at the next regularly scheduled meeting of the Trustees' Appeals Committee. If the appeal is received less than 31 days before the next regularly scheduled meeting, then it will be considered at the second meeting following receipt of the appeal. If special circumstances require an extension of time beyond the first meeting at which the appeal is considered, then a determination shall be made at a subsequent meeting, but no later than the third meeting following receipt of an appeal. You will be notified in writing of an extension based upon special circumstances.

If, after the conclusion of the appeals process, your appeal has been denied in whole or in part, you have the right to file a lawsuit under the Employee Retirement Income Security Act of 1974 (ERISA). A lawsuit may be commenced only after the conclusion of the appeals process.

RIGHT TO REVIEW INFORMATION

You have the right to review, and receive free of charge upon request, documents or other information relevant to your claim for benefits.

AUTHORIZED REPRESENTATIVE

Your application for benefits and appeal from a denial of retirement benefits may be submitted by you or by an authorized representative on your behalf. If you choose to designate someone else to act on your behalf, you must inform the Fund in writing. If you revoke the designation, either to designate someone else or to act on your behalf, the revocation will not be effective until written notice is received by the Fund. Once you have designated an authorized representative, all communications and notices from the Fund regarding your retirement benefit, or your appeal, that would otherwise be sent to you will be sent to your designated representative, unless you advise the Fund to continue to provide these communications and notices to you as well.

APPEAL PROCEDURE FOR OTHER FUND DECISIONS

Participants may appeal Fund decisions other than a denial of an application for retirement benefits. Decisions other than a denial of a retirement benefit, such as an eligibility determination, earnings review, or response to an inquiry about what benefits are payable may also be appealed by Participants in accordance with the following rules:

- You may request an administrative appeal of the Fund's decision within 180 days of the date of the Fund's initial written decision.
- The request for an administrative appeal must be in writing and be submitted to the Appeals Department of the Funds office, P.O. Box 1806, Murray Hill Station, New York, NY 10156-1806. The request must state the reasons why you feel the decision was incorrect. You may request to review pertinent documents relating to the Fund's determination in connection with your appeal.
- You will receive a notification of the Fund's decision within 60 days of receipt of the appeal, unless a 60-day extension is needed to complete the review, in which case the Fund will notify you within the initial 60-day period.
- If the review upholds the original decision, you may then appeal the administrative decision in writing to the Trustees' Appeals Committee within 180 days of the date of the administrative decision.
- The Appeals Committee will make a final decision at its next regularly scheduled meeting following receipt of the appeal. If, however, your request is received less than 31 days before the next Appeals Committee meeting, then it will be considered at the second meeting following receipt of the appeal. If special circumstances require an extension of time beyond the first meeting at which the appeal is considered, then a determination shall be made at a subsequent meeting, but no later than the third meeting following receipt of an appeal. You will be notified in writing of an extension based upon special circumstances.
- You will receive written notification of the decision regarding an administrative appeal and of the decision of the Appeals Committee. The notification will include the reasons for the determination and reference to the plan provision(s) upon which the determination is based. You may request to review pertinent documents considered in the review of the appeal.

At the conclusion of the appeals process, if the initial determination has been upheld in whole or in part, you have the right to file a lawsuit under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA). A lawsuit may be commenced only after all appeals processes have been concluded.

NON-ASSIGNMENT OF BENEFITS

Benefits cannot be sold, assigned, transferred, mortgaged or pledged to anyone; nor can they be used as security for a loan. Generally, they are not subject to attachment or execution under any judgment or decree of a court or otherwise.

However, the law provides limited exceptions to this rule. One exception is that a court may reduce your benefit as a result of a crime or fiduciary breach committed against the Fund.

Another exception is that the Plan Administrator may be required by law to assign your benefits if required by a "qualified domestic relations order" (also called a "QDRO"). A QDRO is generally defined as a decree or order issued under state domestic relations law that requires that all or a portion of your benefits under the Plan are assigned to provide child support, alimony or spousal rights to an opposite sex spouse or former spouse, child or other dependent (each referred to as an "alternate payee").

The Plan will determine the validity of any domestic relations order received in accordance with the Plan's procedures for determining whether an order constitutes a QDRO. You will be notified if the Fund receives such a QDRO on your benefits. You or your beneficiary may get a free copy of the Plan procedures covering Qualified Domestic Relations Orders (and how the Plan determines if they are valid) from the Fund office.

USING PENSION PAYMENTS TO PAY FOR YOUR HEALTH PREMIUMS

The AFTRA Health Fund charges premiums for its health coverage for both active employees and retirees. If you are receiving monthly payments from the Retirement Fund, you can (but are not required to) request that health care premiums to the AFTRA Health Fund be directly withheld from your monthly pension check. (Some participants prefer this to having to remember to write a check on the premium due dates.) You can only do this if your monthly pension check is sufficient to cover the entire monthly amount that you owe for you and your dependent(s)' coverage.

In order to allow this deduction, you will need to sign a voluntary and revocable waiver, called the "Health Fund Premium Deduction Form", provided by the Fund office or on the AFTRA H&R Web site, www.aftrahr.com. If you do that, deductions will begin the month following the month the form is received (or as soon as administratively practicable thereafter). If you would like to request the waiver form, please contact the Participant Services Department at 1-800-562-4690, or go to the Web site at www.aftrahr.com. Please remember that this election is entirely voluntary and can be revoked (on a going-forward basis) at any time upon sufficient advance written notice to the Fund.

TAXATION OF BENEFITS

When you receive benefits from the Plan, those benefits are considered taxable income. Federal tax laws require the Fund to withhold taxes on your benefits before they are paid to you if your benefit is over a certain amount. The amount withheld will depend on your filing status and the number of exemptions you claim. If you do not want taxes withheld from your benefits, you should complete Form W-4P or a form approved by the Internal Revenue Service.

Remember, if you choose not to have taxes withheld from your retirement benefits, you will be responsible for paying them when you file your federal tax return. If no taxes are withheld, or if the amount withheld is not enough to cover the actual taxes due, you may be required to file estimated taxes.

If you receive a lump sum benefit, the Fund will have to withhold taxes in the amount of 20% unless you direct the Fund office to have your benefit transferred directly to a traditional Individual Retirement Account (IRA) (but not a Roth IRA, a SIMPLE IRA, or a Coverdell Education Savings Account) or other eligible employer plan (including a plan qualified under section 401(a) of the Internal Revenue Code, a section 403(a) annuity plan, a section 403(b) tax sheltered annuity and a governmental 457 plan). You can make this "direct rollover" on all or a portion (as long as the portion is at least $500) of your payment. However, a direct rollover is not permitted if your benefit payment is less than $200. An opposite sex spouse or former spouse covered under a Qualified Domestic Relations Order may also be able to make a direct rollover (depending on the form of benefit). Within a reasonable time period prior to making a distribution, the Plan will provide you with an explanation of your right to a direct transfer of all or a portion of your distribution and the application of the mandatory 20% withholding tax.

In addition, if you are under age 59 ½ when you receive your distribution, you may also be subject to an IRS tax penalty of 10%.

You should contact the Fund office for the forms to transfer your lump sum benefit if you want to avoid taxes. However, tax information furnished by the Fund is not an adequate substitute for consultation with your tax advisor.

"TOP-HEAVY" PROVISIONS

Under current tax laws, to the extent that the Plan covers non-collectively bargained employees, the Plan must have certain provisions that prevent it from favoring "key employees". In the unlikely event that the Plan becomes top-heavy, steps will be taken to ensure that the Plan complies with the law. A more detailed explanation of these provisions will be provided to affected Participants if the Plan should ever become top-heavy.

INCOMPETENCE OR INCAPACITY

If the Trustees (or their designee) determine that a Participant or beneficiary is not able to care for his or her affairs because of mental, physical or legal incapacity, the Plan may elect to pay any payment due to the person to the legally appointed guardian, committee, or other legal representative the Trustees deem appropriate to receive the payment on the person's behalf.

PLAN CONTINUATION, AMENDMENT AND TERMINATION

The Board of Trustees hopes to continue the Plan indefinitely, but reserves the right, in its sole and absolute discretion to amend, modify or terminate the Plan (to the extent allowed by law and as provided in the Trust Agreement), in whole or in part at any time and for any reason, with respect to all Participants who are, were or may become covered and their beneficiaries. The Trust Agreement contains certain provisions requiring the Trustees to make benefit reductions if the Plan's funding condition does not satisfy certain thresholds.

If the Plan is terminated, you will immediately have a vested or non-forfeitable right to your accrued benefit. The amount of your benefit, if any, may depend on Plan assets, the terms of the Plan and the benefit guarantee provided by the Pension Benefit Guaranty Corporation (PBGC) [see Pension Guarantees on page 38].

FORWARDING ADDRESS

Plan Participants, terminated Participants with five or more years of vesting service, retirees and beneficiaries who are to receive benefits should keep the Fund office informed of their current addresses to assure proper payment of benefits.

INFORMATION AND PROOF

There are times that you will be required to furnish information or proof necessary to determine your or a dependent's right to a Plan benefit. When inaccurate information and/or proof is provided, this ultimately can result in the improper use of Plan assets, which adversely affects the ability of the Fund to provide the highest possible level of benefits.

Accordingly, if you or a beneficiary fails to submit the requested information or proof, makes a false statement, or furnishes fraudulent or incorrect information, you or your beneficiary's benefits under the Plan may be negatively affected, and benefits may be denied, suspended or discontinued. Of course, if the Fund makes payment for benefits (to you or your spouse or beneficiary) that are in excess of what is actually payable, due to error (including for example, a clerical error), fraud or for any other reason, you or your spouse or beneficiary must return the overpayment. Amounts recovered may include interest, costs and attorneys' fees. If the Fund requests repayment of an overpayment and the overpayment is not fully repaid, the Fund has the right to recover the overpayment through whatever means are necessary. This includes, for example, deducting any overpayment remaining from future benefits (including benefits due to a surviving spouse or other beneficiary after your death), or a lawsuit may be initiated to recover the overpayment.

NOT A CONTRACT OF EMPLOYMENT

This booklet is not a contract of employment – it neither guarantees employment or continued employment with your employer or any contributing employer, nor diminishes in any way the right of contributing employers to terminate the employment of any employee. It does not impose any obligation (beyond the liabilities set forth in ERISA) to contribute beyond what is stipulated in an employer's collective bargaining agreement. It also does not impose liability on the employers, AFTRA or the Trustees (individually or collectively) to provide benefits established under the Plan to the extent that they cannot be provided by the Fund.

PENSION GUARANTEES

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (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 and a benefit accrual rate of $23 per month would be $7,200.

The PBGC guarantee generally covers: (1) Normal and Early Retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) 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 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

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

This Retirement Plan was established as the result of collective bargaining agreements and its purpose is to provide you with a sound retirement future and to give you and your beneficiaries financial protection.

This booklet describes the Plan. It also tells you and your beneficiaries how to get more information. The description of the claims and appeals procedures tells you how to apply for benefits and how to follow up if necessary.

However, in addition to what the Trustees have done to see that the Plan's benefits are fulfilled, federal regulations require the following summary of rights and protections to which every Participant of the Plan is entitled under the law (ERISA).

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

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within 30 days, you may 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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court if you fully exhaust the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

Plan Administration

GENERAL

The AFTRA Retirement Fund is administered by a joint Board of Trustees which serves as the Plan Administrator. The Board is made up of an equal number of Contributing Employers and Union Trustees, as listed in the front of this booklet. The Trustees serve without compensation.

The Retirement Fund is a separate trust fund established for the purpose of paying the benefits provided under the Plan. The Plan is a defined benefit pension plan. The Plan's fiscal year (called the "Plan Year") ends November 30.

The main office of the Board is the Fund office at 261 Madison Avenue, New York, N.Y. 10016 (212)-499-4800 or 1-800-562-4690. There is also a California Fund office located at 5757 Wilshire Boulevard, Los Angeles, California 90028 (1-800-562-4690).

Most questions about your benefits can be answered by the New York and Los Angeles Fund offices. The New York Fund office will make the Plan document available to you if you wish to study this material.

If for some reason it becomes necessary to contact the Department of Labor, you may need the following information to identify your plan:

NAME AND ADDRESS OF PLAN SPONSOR

Board of Trustees
AFTRA Retirement Fund
261 Madison Avenue
New York, NY 10016

EMPLOYER IDENTIFICATION NUMBER (EIN)

13-6414972

PLAN NUMBER

001

AGENT FOR PROCESS OF LEGAL SERVICE

The name of the person designated as agent for service of legal process on the AFTRA Retirement Fund and the address at which process may be served on such person are:

Dina Goldman
AFTRA Retirement Fund
261 Madison Avenue
New York, NY 10016

Service of a legal process upon a Trustee of the Plan in his or her capacity as a trustee shall also constitute service upon the Plan.

EMPLOYER CONTRIBUTIONS AND COLLECTIVE BARGAINING AGREEMENTS

The AFTRA Retirement Fund is maintained through collective bargaining agreements between various employers in the industry and AFTRA and through certain other contribution agreements. These agreements require employers to contribute an amount equal to a percentage of gross wages to the Health & Retirement Funds. A copy of a collective bargaining agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries during normal business hours. For information on obtaining or examining a copy of your collective bargaining agreement, contact your union or the New York Fund office.

In addition, upon written request to the Plan Administrator, we will inform you about whether a particular employer is a contributor to the Plan and, if so, provide the employer's address. A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Plan Administrator, and is available for examination during normal business hours.

FUNDING MEDIUM

Contributions received by the Fund from contributing employers (and investment earnings) are held in a trust fund for the purpose of providing benefits to covered Participants and their beneficiaries and defraying reasonable administrative expenses.

AFTRA RETIREMENT FUND

261 Madison Avenue
New York, NY 10016
(212) 499-4800
(800) 562-4690

5757 Wilshire Boulevard
Los Angeles, CA 90028
(323) 937-3631
(800) 562-4690

www.aftrahr.com