

THE LINCOLN CENTER PENSION PLAN

Summary Plan Description

Updated 2017

The fine print:

This document is intended to provide an easy-to-understand explanation of the Lincoln Center Pension Plan, as in effect on December 1, 2017.

Because it is only a summary of certain portions of the Plan, it does not describe all of the provisions of the Plan and is not a substitute for the Plan document. Refer to the Important Plan Facts section of this summary on page 24 for further details about the Plan document and your legal rights. If there is a conflict between this summary and the official Plan documents, the official Plan documents will always govern.

After you have read this summary, please put it in a safe place for future reference by you and your family.

Lincoln Center and participating organizations reserve the right to review, amend or terminate the Plan at any time, in accordance with any applicable laws. (Of course, any such amendment or termination cannot reduce benefits you've already earned.) This summary does not constitute an expressed or implied contract or an offer of employment.

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Fast Facts About Your Pension Plan

The Lincoln Center, Inc. Pension Plan (called the Lincoln Center Pension Plan or the “Plan”) has many positive features and has numerous advantages over other forms of retirement income programs, as highlighted below.

- **The Plan offers you a predictable benefit.** The Lincoln Center Pension Plan is a “defined benefit” plan. This means that the benefit you are eligible for when you retire (at age 65, or earlier if you meet certain requirements) is predetermined and funded for in advance by employer contributions and Plan investment earnings. Your benefit is *predictable*. You can count on it being there for you when you retire.
- **You earn benefits from day one.** In general, prior to July 1, 2017, you would automatically become a Plan member after a year of service (if at least age 21; if not yet age 21, you would become a member after attaining age 21) and your first year of service would count toward your benefit. Employees hired on or after July 1, 2017 (other than employees hired by Film Society; refer to page 4) are not allowed to become Plan members.
- **You can’t lose your benefit.** Once you are vested (i.e., you complete three years of service), the benefit you have earned cannot be taken away from you, even if you leave employment before retirement.
- **No cost to you.** Lincoln Center and other participating employers fund the Plan; you do not contribute to the Plan.
- **No investment risk for you.** The Plan assumes investment risk for you—your benefit does not go down in an economic downturn or slow economy.
- **No longevity risk.** You can’t outlive your benefits. When you retire under the Plan, you receive a monthly annuity that is payable for life.
- **Disability protection.** The Plan offers benefit protection if you become disabled and meet certain requirements.
- **Pre-Retirement Death Benefits.** The Plan provides benefits to your spouse or eligible domestic partner if you are vested and you die *before* retirement. Note that an eligible domestic partner must meet certain requirements, described on page 13.
- **Post-Retirement Survivor benefits.** You can choose a payment method that provides benefits for your spouse or a designated beneficiary other than your spouse, subject to certain requirements.
- **Protected by law.** Your benefits are insured with an agency of federal government.
- **Cash payout available.** If you leave before retirement and the value of your accrued benefit is \$10,000 or less, you can elect to receive a lump sum cash payment, subject to certain requirements.

How the Plan works

The Plan uses formulas that take into account your length of service and earnings to determine the amount of benefit you will receive. From the given formula, the Plan has the information to calculate the amount it has to contribute and the amount of investment income it has to earn each year to provide this targeted benefit amount.

Questions?

If you have any questions about the Plan or your benefits, contact Human Resources at Lincoln Center, Inc.

Earning Your Pension Benefit

Fast Facts

Prior to July 1, 2017, if you were an eligible employee, you automatically become a Plan member (a participant) when you met the eligibility requirements described in this section. Generally effective June 30, 2017, the Plan has been closed to new members, other than to new employees of The Film Society of Lincoln Center, Inc.

Effective July 1, 2017, the benefit accrual formula changed for active members for their service on and after July 1, 2017, as described in this section.

Members are eligible to receive benefits from the Plan at retirement after they are vested. The benefit you have earned as a vested member cannot be taken away from you, even if you leave employment before retirement.

Eligibility and Participating Employers

Non union-represented employees of The Film Society of Lincoln Center, Inc. ("Film Society") hired prior to or on or after July 1, 2017, are eligible for the Plan.

Non union-represented employees hired by the following participating employers *prior to* July 1, 2017, are also eligible for the Plan:

- Jazz at Lincoln Center, Inc. ("Jazz").

Note: Jazz froze benefit accruals under the Plan effective June 30, 2017. Employees of Jazz earned benefits under the Plan as described in this Summary Plan Description for their employment with Jazz prior to July 1, 2017.

- Lincoln Center Development Project, Inc.
- Lincoln Center for the Performing Arts, Inc. ("Lincoln Center")
- The Chamber Music Society of Lincoln Center, Inc.
- The Vivian Beaumont Theater, Inc. ("Lincoln Center Theater").

If you are a union-represented employee, you are covered by the Plan only if the collective bargaining agreement covering your employment provides for your participation in the Plan. As of the date this booklet was printed, no such agreements exist.

Becoming a Plan Member

Prior to July 1, 2017

If you were hired by a participating employer before July 1, 2017, you are eligible to participate in the Plan on the first day of the month following the later of:

- The completion of 1,000 Hours of Service (as defined below) in the 12-month period beginning on your date of hire or in any following Plan Year beginning with the Plan Year that includes the first anniversary of the date you first perform an Hour of Service; and
- The date you attain age 21.

In other words, if you were age 21 or older and you were hired by a participating employer prior to July 1, 2017, you were eligible to participate in the Plan on the first day of the month after you completed 1,000 Hours of Service in the first 12-month period beginning on your date of hire. Otherwise, if you were hired by a participating employer prior to July 1, 2017, you would become a Plan member on the July 1 following the first Plan Year (July 1 through June 30) in which you complete 1,000 Hours of Service, beginning with the Plan Year that includes your first anniversary. Employees under age 21 who were hired by a participating employer prior to July 1, 2017, were required to complete 1,000 Hours of Service as described above and would become members once they reached age 21.

Example 1: Jacob started work at Lincoln Center on October 3, 2015. By October 3, 2016, he completed 1,000 Hours of Service, so he became a member on November 1, 2016.

Example 2: Ryan started work at Lincoln Center on November 15, 2014. By November 15, 2015, he had not completed 1,000 Hours of Service. However, from the Plan Year July 1, 2015, to June 30, 2016, he completed 1,000 Hours of Service, so he became a Plan member on July 1, 2016.

Generally, an “Hour of Service” is each hour for which you are paid or are entitled to payment as an employee of a Participating Employer. Additionally, you are credited with an Hour of Service for non-working paid time, such as vacation, holiday, sickness, or an approved leave of absence. No more than 501 Hours of Service can be credited for any single continuous period during which you perform no duties. You will not be credited for hours on account of any period during which you perform no duties and receive payment under a plan maintained solely for the purpose of complying with laws regarding unemployment compensation, worker’s compensation, disability insurance or similar laws. You will also be credited with Hours of Service for periods of qualified military service (refer to page 16).

Effective July 1, 2017

Employees hired on or after July 1, 2017, by a participating employer *other than* Film Society, are not eligible to become Plan members. Employees hired by Film Society prior to or on or after July 1, 2017, will become Plan members once they have satisfied the eligibility requirements described above.

Note

Once you become a Plan member, you receive benefit and vesting credit for your entire period of employment—refer to “How Your Pension is Calculated” below.

If you are employed in a union job at Lincoln Center and switched to a non union-represented position covered by this Plan prior to July 1, 2017, refer to page 15 for information on how your participation is affected.

Rehired Members

Special eligibility rules apply to certain members who are rehired on or after July 1, 2017.

- (i) If you are a deferred vested member who is re-employed on or after July 1, 2017, by a participating employer *other than* Film Society, you are not eligible to resume being an active member in the Plan, but your pre-Break in Service Continuous Employment will be restored in determining your vesting under the Plan.
- (ii) If you are a deferred vested member who is re-employed by Film Society on or after July 1, 2017, you will resume being an active member in the Plan, retroactive to your re-employment date, if you work 1,000 hours during the 12-month period after your date of re-employment. Retroactive to your re-employment date, you will accrue benefits under the Plan’s New Accrual Formula. Also, your pre-Break in Service Continuous Employment will be restored in determining your vesting under the Plan.
- (iii) If you are a deferred vested member who is re-employed by Lincoln Center between July 1, 2017 and December 31, 2017, or you are a deferred vested member who was formerly employed by a participating employer other than Lincoln Center and you are hired by Lincoln Center between July 1, 2017 and December 31, 2017, you will resume being an active member in the Plan, retroactive to your re-employment date, if you work 1,000 hours during the 12-month period after your date of re-employment. Retroactive to your re-employment date, you will accrue benefits under the Plan’s New Accrual Formula. Also, your pre-Break in Service Continuous Employment will be restored in determining your vesting under the Plan.

How Your Pension Is Calculated

Your pension is calculated according to the following formulas. If you are employed both before and after July 1, 2017, your pension at your Normal Retirement Date will be a combination of the formulas.

Formula for employment prior to July 1, 2017 (“Frozen Accrual Formula”):

| | | | | | | |
|-------------|---|---|---|--|---|---|
| 1.7% | x | Final Average Compensation (Average of your highest five consecutive compensation years over the last 10 years prior to retirement or July 1, 2017, if earlier) | x | Credited Service (up to 35 years) (Number of years you worked that count toward your pension benefit) | = | Annual pension at Normal Retirement Date (age 65, paid in monthly installments) |
|-------------|---|---|---|--|---|---|

Adjustment to Frozen Accrual Formula for active employees on June 30, 2017: If you were employed on June 30, 2017 and if you had not earned 1,000 Hours of Service on that date since your most recent anniversary of employment date, then the Credited Service used in the Frozen Accrual Formula defined above will be increased from what it would otherwise be under the terms of the Plan to also include an additional prorated year of credit for the months you worked since your most recent anniversary date as of June 30, 2017. See ‘Frozen and New Accrual Formula Pension Calculation Example #2’ below.

Formula for employment on and after July 1, 2017 (the “New Accrual Formula”):

| | | | | |
|-------------|---|--|---|---|
| 1.5% | x | Career Compensation (Your compensation after July 1, 2017, for periods worked prior to attaining 35 years of Credited Service) | = | Annual pension at Normal Retirement Date (age 65, paid in monthly installments) |
|-------------|---|--|---|---|

Frozen Accrual Formula Pension Calculation Example

Caroline has worked for 15 years and as of December 31, 2016, has a Final Average Compensation of \$45,000 as of that date. According to the assumptions and the calculations below, Caroline is eligible for a Normal Retirement (at age 65) benefit of \$11,475 annually, payable in monthly installments.

Assumptions:

Final Average Compensation: \$45,000
Credited Service: 15 years

Benefit Calculations:

1.7% x \$45,000 = \$765
\$765 x 15 = **\$11,475**

Frozen and New Accrual Formula Pension Calculation Example #1

Jason is hired January 1, 2007 and works continuously until June 30, 2027. His Final Average Compensation on June 30, 2017 is \$60,000. As of June 30, 2017, Jason has earned 1,000 Hours of Service since his most recent anniversary date of January 1, 2017, and therefore has 11 years of Credited Service on June 30, 2017. From July 1, 2017 through June 30, 2027, Jason’s total Compensation (over the 10-year period) is \$700,000. According to the assumptions and the calculations below, Jason is eligible for a Normal Retirement benefit (at age 65) of \$21,720 annually, payable in monthly installments.

Assumptions:

Final Average Compensation as of June 30, 2017: \$60,000
Credited Service as of June 30, 2017: 11 years
Career Compensation from July 1, 2017 – June 30, 2027: \$700,000

Benefit Calculations:

Frozen Accrual Formula:

1.7% x \$60,000 x 11 = \$11,220

New Accrual Formula:

1.5% x \$700,000 = \$10,500

Total of Both Formulas = \$11,220 + \$10,500 = **\$21,720**

Frozen and New Accrual Formula Pension Calculation Example #2

Assume all the same data as above, except Jason was hired April 1, 2007 instead of January 1, 2007. In this case, as of June 30, 2017, Jason has not yet earned 1,000 Hours of Service since his most recent anniversary date of April 1, 2017. Therefore, an additional ¼ year of Credited Service will be added to his Frozen Accrual Formula for the 3 months he worked as of June 30, 2017 since April 1, 2017, resulting in 10.25 years of Credited Service as of June 30, 2017. According to the assumptions and the calculations below, Jason is eligible for a Normal Retirement benefit (at age 65) of \$20,955 annually, payable in monthly installments.

Assumptions:

Final Average Compensation as of June 30, 2017: \$60,000
Credited Service as of June 30, 2017: 10.25 years
Career Compensation from July 1, 2017 – June 30, 2027: \$700,000

Benefit Calculations:

Frozen Accrual Formula:

$$1.7\% \times \$60,000 \times 10.25 = \$10,455$$

New Accrual Formula:

$$1.5\% \times \$700,000 = \$10,500$$

$$\text{Total of Both Formulas} = \$10,455 + \$10,500 = \underline{\underline{\$20,955}}$$

Definitions

Compensation

Compensation means basic salary for services rendered or labor performed and overtime pay and does not include bonuses, severance pay, expense allowances or other extra compensation in any form, such as lump-sum payments for vacation at termination of employment. Compensation received prior to July 1, 1999 does not include overtime pay.

Career Compensation

Career Compensation for the New Accrual Formula means your Compensation earned on and after July 1, 2017 and prior to your being subject to the limitation on Credited Service (as discussed below).

Final Average Compensation

Final Average Compensation for the Frozen Accrual Formula means the average of your highest five consecutive compensation years over the last 10 years as an employee prior to your date of retirement or prior to July 1, 2017, if earlier.

Credited Service

Credited Service is used to determine the amount of your pension benefit. Your benefit takes into account your years of Credited Service before July 1, 2017. Your benefit for employment on or after July 1, 2017 is defined based on your Compensation, not Credited Service. Credited Service (both before and after July 1, 2017) is also subject to a limitation, as discussed below.

- Prior to July 1, 2017, Credited Service is composed of Historic Service Credit (service after August 31, 1961 and before September 1, 1965) and Ongoing Service Credit, which is Continuous Employment (as defined below) from September 1, 1965, through June 30, 2017.
- Effective on and after July 1, 2017, solely for purposes of determining when the limitation on Credit Service applies (as discussed below), your Credited Service will grow by 1/12th of a year for each calendar month you work on or after July 1, 2017.

Limitation on Credited Service

Credited Service is limited to 35 years. With respect to the benefit formula for employment prior to July 1, 2017 shown above, this simply means that the maximum value for Credited Service that can be used in the formula is 35. With respect to the formula for employment on or after July 1, 2017, the formula only applies to Compensation earned prior to your attainment of 35 total years of Credited Service. After you attain 35 years of Credited Service, you will no longer accrue a benefit under the formula. For purposes of the limitation on Credited Service, your Credited Service on or after July 1, 2017 will consist of the sum of your years of Credited Service as of June 30, 2017, plus your years of Credited Service after June 30, 2017.

Continuous Employment

Prior to July 1, 2017

Prior to July 1, 2017, Continuous Employment is used to determine your vesting and the amount of your benefit, and means consecutive 12-month periods during which you complete at least 1,000 Hours of Service, measured from the date you completed your first hour of service and each anniversary date after that, subject to the following special rules:

- (i) For periods after June 30, 1999:
 - If you are a salaried employee, you'll be credited with 45 Hours of Service per week for each week during which you complete one hour of service; or
 - If you are paid on an hourly basis, you'll be credited with Hours of Service based on the actual number of hours worked.
- (ii) For periods prior to July 1, 1999, you'll be credited with 190 Hours of Service for each month in which you completed at least one Hours of Service.

What does "service" mean?

In general, service means the length of time you work for Lincoln Center or another participating employer. Service is used to determine whether you are vested (refer to page 12). Service, along with your compensation, is also used to determine your pension benefit.

Effective July 1, 2017

Effective on and after July 1, 2017:

- (a) Continuous Employment does not affect the amount of your benefit earned on or after July 1, 2017.
- (b) For purposes of determining your vesting, you will be credited with one year of service for each consecutive 12-month period in which you complete at least 1,000 Hours of Service, measured from the date you complete your first hour of service and each anniversary date after that, subject to the special rules in (i) and (ii) above.

If You Became a Plan Member Before July 1, 1989

If you became a Plan member before July 1, 1989, your benefit will consist of the sum of the following:

- Your benefit for your service prior to July 1, 2017, will be calculated using Frozen Accrual Formula shown on page 6 and another formula, you will be given the higher benefit of the two for your service prior to July 1, 2017; and
- Your benefit for your service on and after July 1, 2017, will be calculated using the New Accrual Formula shown on page 6.

What does "vesting" mean?

In general, you are considered vested once you have three years of Continuous Employment. Refer to page 12.

If you have questions about the benefit formulas, contact the Plan Administrator.

When You Can Receive a Pension

Fast Facts

You are vested in your benefit once you have three years of Continuous Employment (refer to page 12).

The Plan offers benefits for Early Retirement, Normal Retirement or Late Retirement. It also offers vested pension benefits if you leave before you retire.

Early Retirement

You are eligible to receive an Early Retirement Benefit if you:

- Retire from active employment with Lincoln Center at age 55 or after age 55 (but before you reach your Normal Retirement Date); and
- Have at least five years of Continuous Employment.

Your benefit will be reduced by 5% for every year you retire earlier than your Normal Retirement Date, as shown in the table below.

| Number of months benefit begins before normal retirement date | Percentage of your Normal Retirement (age 65) benefit that you receive |
|--|---|
| 0 | 100 |
| 12 | 95 |
| 24 | 90 |
| 36 | 85 |
| 48 | 80 |
| 60 | 75 |
| 72 | 70 |
| 84 | 65 |
| 96 | 60 |
| 108 | 55 |
| 120 | 50 |

Early Retirement Example

Ed is age 59, has 20 years of Credited Service and decides to retire on June 30, 2017. According to the table above, Ed's age 65 benefit would be reduced by 30% (meaning he will receive 70% of the benefit) for Early Retirement at age 59. According to the assumptions and the calculations below, Ed's annual benefit is \$11,900, payable for life beginning at age 59. Please note that this benefit would be further reduced depending on how he elects to receive his pension payments, i.e., in order to provide a benefit for a spouse or beneficiary.

Assumptions for this Example:

Final Average Compensation: \$50,000
Credited Service: 20 years
 $0.017 \times \$50,000 = \850
 $\$850 \times 20 = \$17,000$
 $\$17,000 \times 70\% = \$11,900$

Normal Retirement

You are eligible for a Normal Retirement Benefit if you retire on your Normal Retirement Date, which is the first of the month coincident with or immediately following the date that you attain age 65 or the third anniversary of the date you first became a member (if later).

Normal Retirement Example

Nora is age 65, has 25 years of Credited Service and decides to retire on June 30, 2017. According to the assumptions and the calculations below, Nora will receive an annual pension of \$22,525, payable as a monthly annuity. Her benefit would be reduced depending on how she elects to receive her pension payments, i.e., in order to provide a benefit for a spouse or beneficiary.

Assumptions for this Example:

Final Average Compensation: \$53,000

Credited Service: 25 years

$0.017 \times \$53,000 = \901

$\$901 \times 25 = \$22,525$

Late Retirement

You may continue to work past your Normal Retirement Date and continue to earn pension benefits, up to 35 years of service. If you retire past your Normal Retirement Date, you will be eligible—once you do retire—to receive a monthly retirement benefit. The monthly benefit payable for each Plan Year after your Normal Retirement Age will be the greater of:

- Your monthly pension benefit calculated under the applicable formulas set forth on page 6; or
- Your accrued benefit at the end of the prior Plan Year actuarially increased for the delay in commencing payments using the Late Retirement Factors from the following table. Contact Human Resources for the factor for ages not shown below (i.e., age 65½, etc.).

| Age at Retirement | Factor |
|-------------------|--------|
| 65 | 1.00 |
| 66 | 1.11 |
| 67 | 1.23 |
| 68 | 1.37 |
| 69 | 1.52 |
| 70 | 1.69 |
| 71 | 1.87 |
| 72 | 2.08 |
| 73 | 2.30 |
| 74 | 2.56 |
| 75 | 2.84 |
| 76 | 3.15 |
| 77 | 3.50 |
| 78 | 3.88 |
| 79 | 4.31 |

Note

If you work past age 65, your benefit will be calculated two ways (as shown on this page) and you will receive the greater of the two. Please contact the Plan Administrator if you have questions about this. Also, refer to page 17 for information on the distribution requirements for active employees upon reaching age 70½.

Vested Pension Benefits

If you leave Lincoln Center before you reach Early Retirement or Normal Retirement Age, you are still eligible to receive your accrued benefit at age 65, provided you are vested in the Plan. "Vested" means that your pension benefit is nonforfeitable.

If you are a member employed by a participating employer on or after July 1, 2007, you fully vest under the Plan upon your completion of three years of Continuous Employment (five years of Continuous Employment was required prior to July 1, 2007).

If you are not vested when you leave covered employment, you will forfeit any pension benefit you have accrued unless you subsequently return and qualify for vesting under the Break-in-Service rules. Refer to pages 6 and 14 for more information.

Life Events That Affect Your Pension

Fast Facts

Certain life events, such as marriage, divorce, disability or death may affect your pension, as explained in this section.

If You Are Married Before Your Pension Payments Begin

Your spouse may be eligible to receive a Pre-Retirement Survivor Death benefit if you are a vested member and you die before you retire. Your spouse is automatically your beneficiary of this benefit—you do not need to do anything.

When You Retire

The normal form of payment under the Plan for married members is the Qualified 50% Joint and Survivor Annuity (explained beginning on page 18). If you wish to elect another form of payment, you must get your spouse's notarized consent.

After Your Pension Payments Begin

If you marry after you begin receiving a pension benefit, your pension is not affected. In other words, once you begin to receive a pension benefit, you cannot change the form of payment you are receiving or the beneficiary that you designate at the time of retirement.

If You Have a Domestic Partner

Your domestic partner may be eligible to receive a Pre-Retirement Survivor Death Benefit if you die before you retire, provided you are a vested member. However, in order for your domestic partner to be eligible for this benefit, you must file an "Affidavit of Domestic Partnership" with the Plan Administrator. (The Affidavit is included in the back of this booklet as Appendix A). Note that when you retire, you can designate anyone you like as the beneficiary of your pension benefit—you do not have to certify that they are a Domestic Partner.

An individual qualifies as a Domestic Partner if you and the domestic partner are unmarried adults of the same sex, neither of whom is married or legally separated and you:

- Have resided with each other for six months prior to the application for benefits;
- Intend to live continuously with each other permanently and to be jointly responsible for each other's common welfare;
- Are not related by blood to a degree of closeness that the law would prohibit marriage if you were of the opposite sex;
- Are mutually responsible for basic living expenses;
- Are at least the age of consent in the state in which you reside;

Note

In order for your Domestic Partner to be eligible for the Pre-Retirement Survivor Death Benefit you must file an Affidavit of Domestic Partnership with the Plan Administrator. This affidavit, available from the Plan Administrator and included in Appendix A, must attest to the facts at the left. Acceptable documentation of financial responsibility for each other's well-being and/or debt to third parties must be provided at the time a claim is made.

- Are not in a domestic partnership with anyone else;
- Have an exclusive and committed relationship with each other; and
- Have not terminated your domestic partnership.

You may revoke your domestic partnership affidavit at any time with no consent necessary from the domestic partner. Contact the Plan Administrator if you need more information.

You may only designate one domestic partner at any one time. If you marry, any domestic partnership designation on file will become void immediately.

Please note that if you fail to file the affidavit and if you die after becoming vested in the plan, but before actually retiring, your domestic partner will not be able to receive any benefit from the Plan because without the affidavit on file, the Plan can only provide a pre-retirement death benefit to a legal spouse. Therefore, it is important that you file the affidavit as soon as possible.

If You Divorce

In case of a divorce (or a lawsuit involving a family property settlement or a child support issue), you or your spouse may ask the court for a Qualified Domestic Relations Order (QDRO), which may affect your pension benefit. Under the terms of a QDRO, certain payments could be made from your benefits to pay alimony, child support or marital property rights of your spouse, former spouse, child or other dependent. Should any benefit under the Plan become subject to a QDRO, the benefit will be paid in accordance with the provisions of the Plan. You may obtain a copy of the Plan’s QDRO procedures from the Plan Administrator upon written request.

If you divorce after your monthly pension begins in the form of a Joint and Survivor Annuity for your spouse, the survivor annuity will continue in effect and benefits will be paid to your former spouse when you die.

If You Leave Covered Employment

If you leave Lincoln Center permanently for any reason before you are vested under the Plan, no benefits are payable.

If you leave Lincoln Center before you are vested and then return to employment later (i.e., you have a Break-in-Service), your service under the Plan may be “bridged.” Your service may be bridged if your total Break-in-Service is less than the greater of:

- Five years; or
- Your total number of years of service before the Break-in-Service began.

In order to be eligible for this service bridging, you must work 1,000 hours in the 12-month period after your date of re-employment.

What is a Break-in-Service?
 A Break-in-Service means a 12-month period during which you do not complete at least 500 Hours of Service.

For example, John had two years of service at Lincoln Center when he left in June of 2014. Three years later in June of 2017, John returned to Lincoln Center. After John completes 1,000 Hours of Service in the 12-month period after he is re-employed, his earlier service would be bridged.

Prior to July 1, 2017

If you were vested in the Plan at the time of a Break-in-Service and were then re-hired prior to July 1, 2017, you must complete 1,000 hours of service during the 12-month period after your date of re-hire in order to become an active member of the Plan again. Once you are an active member in the Plan, you will receive credit for Continuous Employment from your date of re-employment and your pre-Break-in-Service Continuous Employment will be restored to determine your vesting status and benefits under the Plan.

Effective July 1, 2017

Refer to page 6 for the special eligibility rules that apply to members who are rehired on or after July 1, 2017.

If You Transfer from a Union-Represented Position

Prior to July 1, 2017

If you were employed with Lincoln Center in a job covered by a collective bargaining agreement and then switched to a non union-represented job covered under this Plan prior to July 1, 2017, here is how your participation in this Plan will be affected:

- If you are vested in the union pension plan, you will become a member of this Plan as of your “Change in Status Date.” Your prior service will count toward the vesting under this Plan (i.e., you will automatically be vested in this Plan), but Credited Service will not transfer. You will begin to earn pension benefits under this Plan as of your Change in Status Date. Your right to your accrued benefit under the union plan will remain unchanged; or
- If you are not yet vested in the union plan, this Plan will credit you with the Credited Service and vesting service you earned under the union-represented plan for the purposes of this Plan.

Effective July 1, 2017

Effective July 1, 2017, if you are employed with Lincoln Center or another participating employer in a job covered by a collective bargaining agreement and you transfer to a non union-represented job on or after July 1, 2017, you will not be eligible to participate in the Plan unless the transfer is a transfer of employment to Film Society.

If You Take a Leave of Absence

Unpaid leaves of absence granted by your employer for any of the following reasons are not considered a Break-in-Service under the Plan:

- A Military Leave of Absence for such period as required by law (see the next page for more information). You will receive Credited Service and benefits for qualifying military service.

What does it mean to have service “bridged?”

This means that the benefit amount and vesting service you accrued before you left would be your starting point for vesting purposes and pension benefit accruals if (i) you return to employment with a Member Company prior to July 1, 2017, or (ii) you return to employment with Film Society on or after July 1, 2017. If you return to employment with a Member Company other than Film Society on or after July 1, 2017, it means that the vesting service you accrued before you left would be your starting point for vesting purposes (but not for benefit accrual, unless you are rehired prior 2018 and you meet the requirements under item (iii) of Rehired Members on page 6). You must meet Plan requirements before service can be bridged.

Applying for a leave

If you need to apply for a leave of absence, please contact Human Resources.

- Maternity or paternity leave. You may receive up to a maximum of 501 Hours of Service in the year of the leave, if needed to prevent a break, or else in the following year contingent on returning to work after the leave. These Hours of Service are solely to prevent you from incurring a Break-in-Service. You do not receive benefits for an unpaid leave.
- Other temporary absences authorized in writing by an employer for up to a maximum of two years, provided you return to employment with an employer within the time specified in such authorization.

Note

You do not accrue credited service and benefits during periods of Leaves of Absence without compensation that are longer than one month. Military Leave is an exception to this rule.

If You Are Called to Military Service

If you leave active employment due to qualified military service, you will retain reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). However, in order to receive Credited Service under the Plan, you must notify Human Resources before you take leave and upon return to active employment at Lincoln Center. While you are on leave, you will receive Credited Service and benefits for qualifying military service.

When you are discharged (not less than honorably) from “service in the uniformed services,” your full eligibility will be reinstated on the day you return to work, provided that you return to employment within:

- 90 days from the date of discharge if the period of service was more than 180 days; or
- 14 days from the date of discharge if the period of service was 31 days or more but less than 180 days; or
- At the beginning of the first full regularly scheduled working period on the first calendar day following discharge (plus travel time and an additional eight hours) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years.

If you have any questions about taking a leave, please call Human Resources.

If You Move

Be sure to notify Human Resources of your current address if you move. Plan members, vested terminated employees, retirees and beneficiaries who are to receive benefits should keep Lincoln Center informed of current addresses to assure proper payment of benefits.

If You Become Disabled While an Active Member

Prior to July 1, 2017

If prior to July 1, 2017, you became disabled (and met the Plan’s definition of disability), while an active member and you had 10 years or more of Continuous Employment, you became entitled to a benefit beginning on the date that would have been your Normal Retirement Date. You will continue to earn Credited Service under the Frozen Accrual Formula while you are disabled until the date your disability ends, or the date you retire, or the date of your death—whichever is earlier. Your benefit will be calculated as though the annual earnings you had when you became disabled continued during your disability.

Definition of disability

“Disability” under the Plan means an illness or injury that would entitle you to benefits under your employer’s long-term disability plan.

If you return to work after your disability, the period that you were disabled will still be treated as Credited Service toward your benefit. If you are no longer considered disabled, but you do not return to active work with us, or you return to work for another employer instead, you will be treated as having left Lincoln Center's employment effective as of your last day of work. You will then be eligible for a vested pension.

Effective July 1, 2017

If on or after July 1, 2017, you become disabled (and meet the Plan's definition of disability) while an active member and you have 10 years or more of Continuous Employment (refer to page 9), you become entitled to a benefit beginning on the date that would have been your Normal Retirement Date. You will continue to accrue pension benefits under the New Accrual Formula (refer to page 6) while you are disabled until the date your disability ends, or the date you retire, or the date of your death—whichever is earlier. Your benefit will be calculated under the New Accrual Formula as though the monthly earnings you had when you became disabled continued during your disability.

If you return to work after your disability, the period that you were disabled will still be treated as service toward your benefit. If you are no longer considered disabled, but you do not return to active work with us, or you return to work for another employer instead, you will be treated as having left Lincoln Center's employment from your last day of work. You will then be eligible for a vested pension.

Verification Requirements

The Plan reserves the right to verify your permanent and total disability from time to time, but no more than two times a year. If you refuse a medical examination, your continued accrual of benefits will be suspended.

If You Reach Age 70½ as an Active Employee

You may elect the required minimum distribution at age 70½ or the date you actually retire and stop working, which can be later than the date you reach age 70½. (Prior to July 1, 2007, the Plan required you to begin receiving a minimum distribution of your benefit at age 70½, even if you were still an active employee.)

If You Die Before Receiving Any Pension Benefits Under this Plan

If you are an active vested member or a terminated vested member and you die after having reached the Earliest Retirement Age (but before retirement) your spouse or domestic partner (who meets all eligibility requirements described beginning on page 9) is eligible to receive a Pre-Retirement Survivor Death Benefit for life. Benefits are in the form of a Qualified Joint and Survivor Annuity (for spouse) or 50% Joint and Survivor annuity (for domestic partner). Benefits are payable beginning on your Early Retirement Date.

If You Retire

You should contact Human Resources about 90 days before you wish to retire to give Human Resources enough time to prepare your pension application package.

Once you notify Human Resources, you will receive a pension application package with some benefit calculations showing various forms of payment available to you under the Plan. If there is a particular pension payment option you would like to see calculated, please notify the Plan Administrator.

How to designate a beneficiary for your Pre-Retirement Survivor Death benefit

If you are married, your spouse is automatically your beneficiary—there is no need to complete a form to designate your spouse as your beneficiary. If you are in a domestic partnership, you must file an "Affidavit of Domestic Partnership" with the Plan Administrator. Refer to page 13 for more information.

If you retire (i.e., you are receiving pension benefits from the Plan) and then return to active employment, payments may be discontinued in accordance with any suspension of benefits requirements under the Plan and will begin when you retire again.

Pension Payment Options

Fast Facts

You may wish to consult a financial advisor for input on which form of payment to select. If you do not elect an optional form of payment before the required date, your benefit will automatically be paid as:

- *A Qualified 50% Joint and Survivor Annuity, if you are legally married; or*
- *A Ten-Year Certain and Life Annuity, if you are single at the time your benefits begin.*

Before your pension benefits begin, you will be able to elect an optional form of payment and the amount that would be payable to you under the Plan's optional payment forms. If you are married, you will need to submit your spouse's written, notarized consent in order to choose an optional form of payment. You do not need to submit a domestic partner's consent to choose an optional form of payment.

Select your payment option carefully

Once your pension payments start, you cannot change the way you receive benefits, even if you marry or divorce. It's a good idea to seek advice from a trusted financial advisor on which option to elect.

Standard Forms of Payment

1. Ten-Year Certain and Life Annuity

This option is the standard form of payment if you are single when you retire.

The Ten-Year Certain and Life Benefit provides payments for as long as you live, but if you die before 10 years' worth of monthly payments (120 payments) have been made, any remaining payments will be made to your named beneficiary.

If you are married, you can only elect this payment option if your eligible spouse gives written notarized consent to the election and whomever you name as beneficiary.

2. Qualified 50% Joint and Survivor Annuity

The Qualified 50% Joint and Survivor Annuity benefit provides monthly payments for as long as you live. If you die before your spouse, your eligible spouse will receive 50% of the monthly benefit you were receiving for the rest of his or her life. Payments to your spouse end upon his or her death.

The Qualified 50% Joint and Survivor Annuity is the standard form of payment if you are married when you retire. However, you may elect one of the Plan's other forms of payment if your eligible spouse gives written notarized consent.

Calculating the benefit starts with the Ten-Year Certain and Life Annuity and reduces it because benefits will be paid over two lifetimes—yours and your spouse's. The amount of reduction depends on the difference in your ages. Additional reductions apply if you elect to receive pension benefits before your Normal Retirement Date.

Surviving spouse

If you elect the Qualified 50% Joint and Survivor Annuity, the person who is your spouse at the time your pension begins is the person who will receive any survivor annuity payable, even if you are not married to that person at the time of your death.

Note that if you are receiving a Disability Retirement Benefit when you die, your spouse's benefit will be reduced based on the number of months before your Normal Retirement Date that the Disability Retirement

Benefit began. This amount is then reduced by 50% to reflect the Qualified 50% Joint and Survivor Annuity benefit.

Optional Forms of Payment

1. Optional Joint and Survivor Annuity

This option provides you with an annuity payable to you for life and a percentage of 25%, 50%, 75% or 100%, depending on what you elect, will be paid to your designated beneficiary when you die after 120 monthly payments have been paid.

If you die before receiving 120 monthly payments, benefit payments will continue to your designated beneficiary in the same monthly amount that you were receiving until a total of 120 payments have been made.

The amount of your benefit will be reduced based on your age and your beneficiary's age when you retire and the benefit percent you select. If you choose a beneficiary who is considerably younger than you, there may be restrictions on the percentage you can choose. If there is a problem, Human Resources will notify you.

2. Single Life Annuity

This option is also referred to as a "straight life" annuity. The Single Life Benefit provides monthly payments for as long as you live.

Because payments stop when you die, the Single Life Benefit provides the highest monthly payment of all the payment options available under the Plan. If you are married, you may only elect the Single Life Benefit if your spouse gives written notarized consent to allow payments in this form.

Note

Under the Single Life Annuity, no payments will be made after your death to any surviving spouse, beneficiary or estate.

3. Twenty-Year Guarantee

This form of payment gives you reduced equal monthly payments for life, with 20 years of payment guaranteed. If you die before receiving 20 years of payments (240 months), any remaining payments are made to your designated beneficiary.

4. Social Security Adjustment Option

If you became a Plan member prior to July 1, 1999, the Social Security Adjustment Option is available to you. If you retire prior to your Normal Retirement Date with an Early Retirement Benefit, you can choose to have your benefit coordinated with the Social Security benefit payable to you at your Social Security benefit age. This option is designed to provide you with a level, consistent benefit during your entire retirement period. To do this, the Early Retirement benefit will be increased during the time before you are eligible for Social Security benefits. After you are first eligible for Social Security benefits, the Plan benefit will be reduced. In this way, you are provided with a relatively level income—that is, earlier increased Plan benefits will be as equal as possible to the later reduced Plan benefit plus Social Security. Under this option, benefits are payable for your lifetime only.

5. Lump Sum Payment if Benefit is \$10,000 or less

If you are vested and leave employment before retirement (and you are not eligible for early retirement) and the actuarial value of your pension benefit is \$10,000 or less, but greater than \$1,000, you may elect to receive your pension benefit paid immediately as explained below:

If you are married, you may choose to receive your benefit as either a:

- Qualified 50% Joint and Survivor Annuity; or
- Lump sum payment of your entire benefit if your benefit has an actuarial value that is \$10,000 or less, but greater than \$1,000.

If you are single, you may choose to receive your benefit as either a:

- 10-Year Certain and Life Annuity; or
- Lump sum payment of your entire benefit if your benefit has an actuarial value that is \$10,000 or less, but greater than \$1,000.

If you elect to receive your benefit as a lump sum cash payment, it is payable within six months of when you leave employment. If you elect a lump sum payment, it is eligible for a direct rollover to another qualified retirement plan or IRA to avoid current taxation. If you choose to receive this payment directly from the Plan Administrator, as opposed to rolling it directly over to a qualified retirement plan or IRA, 20% of the payment will be withheld and sent to the Internal Revenue Service as income tax withholding.

Small Payment Provision

If your pension benefit has an actuarial value of \$1,000 or less, you will automatically receive your benefit as one lump sum cash payment, payable within six months of when you leave employment. This payment is eligible for a rollover to another qualified retirement plan or IRA to avoid current taxation on the benefit. If you choose to receive this payment directly from the Plan Administrator, as opposed to rolling it directly over to a qualified retirement plan or IRA, 20% of the payment will be withheld and sent to the Internal Revenue Service as income tax withholding.

Applying for a Pension / Receiving Benefits

Fast Facts

When you apply to receive your pension benefit, will need to complete and submit many forms and documents, summarized in the table below. Allow plenty of time for considering your payment options. You may even want to contact a trusted financial advisor on which option to elect.

How to Apply

You should contact Human Resources for information on how to apply for benefits at least 90 days before you would like to have your pension benefits begin.

You may be required to provide personal information such as proof of age for you and your spouse (such as a copy of your birth certificate); and a copy of your marriage certificate or Affidavit of Domestic Partnership (refer to page 13).

| What You Must Do: | Your Timeframe: |
|--|---|
| Send a written request to HR with an approximate date of your retirement in order to receive a pension application. | At least three months before your anticipated retirement date. |
| Review the sample benefit calculations from HR. You will receive a pension application package along with some sample benefit calculations showing the various forms of payment available to you under the Plan. If there is a particular pension payment option you would like to see calculated, please notify the Plan Administrator. | At least 30 days prior to the anticipated retirement date |
| Submit pension application to HR <i>If you have a spouse, you will need to include:</i> <ul style="list-style-type: none">• A copy marriage certificate; and• A copy of your and your Spouse's birth certificates; or• A notarized consent signed by you and your spouse if you decide to waive the Joint and Survivor Annuity option, or elect a beneficiary other than your spouse; and• A QDRO, if applicable <i>If you have a domestic partner you will need to include:</i> A copy of the Affidavit of Domestic Partnership and copies of your birth certificate and your domestic partner's birth certificate <i>If you do not have a spouse, you'll need to include:</i> <ul style="list-style-type: none">• Your birth certificate, and• Your Beneficiary's birth certificate, if you elect an option that provides survivor benefits; and• A QDRO, if applicable | Return your application prior to the anticipated retirement date with proper elections, signature(s), and waivers completed. |

When Pension Payments Begin

If your application is completed within the 90-day time period, your benefits will begin on the first day of the month after you retire. Future benefits will continue to be paid on the first day of each month.

While Lincoln Center will make every effort to see that your benefit payments are made on a timely basis, you are responsible for making sure Lincoln Center has the all of the information it needs to pay your benefits, such as your current address.

Taxation of Benefits

Benefits under the Plan are considered taxable income. Federal tax laws require Lincoln Center to withhold taxes on your benefits before they are paid to you if your benefit is over a certain amount, unless you direct Lincoln Center to do otherwise. The amount withheld will depend on your filing status and the amount of exemptions you claim. Human Resources will request that you complete and return a federal income tax withholding form. If you don't complete this form, Human Resources must process your payment with the federal mandatory default withholding.

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| <p>Taxes</p> <p>If you choose not to have taxes withheld from your pension payments, you will be responsible for paying them when you file your federal tax return, or if the amount withheld is not enough to cover the actual taxes due, you may be required to file estimated taxes.</p> |
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Social Security at Retirement

Social Security provides you with another source of retirement income in addition to the benefits you earn under the Plan, your 403(b) Plan or your own personal savings. During your career with us, both your employer and you contribute to the cost of providing Social Security benefits.

Because Social Security benefits are another important financial resource during retirement, you should contact your local Social Security office within three months of the date you plan to retire if you would like Social Security benefits to begin at the same time. Visit www.ssa.gov for more information or call toll-free 1-800-772-1213 or TTY number, 1-800-325-0778.

Important Plan Facts

Summary of Important Administrative Information

The chart below provides a fast reference for administrative information about the Plan.

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| Legal Name of the Plan | Lincoln Center Pension Plan |
| Plan Number | 001 |
| Employer Identification Number | 13-1847137 |
| Plan Type | Defined Benefit Retirement Plan |
| Plan Year | July 1 through June 30 |
| Plan Sponsor | Lincoln Center for the Performing Arts, Inc. 70 Lincoln Center Plaza New York, NY 10023 (212) 875-5300 |
| Other Participating Employers | Jazz at Lincoln Center, Inc. Lincoln Center Development Project, Inc. The Chamber Music Society of Lincoln Center, Inc. The Film Society of Lincoln Center, Inc. The Vivian Beaumont Theater, Inc. (Lincoln Center Theater) |
| Plan Administrator | Lincoln Center for the Performing Arts, Inc. 70 Lincoln Center Plaza New York, NY 10023 (212) 875-5300 |
| Agent for Service of Legal Process | Plan Administrator or Plan Trustee |
| Plan Trustee and Investment Manager | JPMorgan Chase Institutional Asset Services 4 New York Plaza 15th Floor New York, NY 10004-2413 |
| Appeals Committee | Lincoln Center Pension Plan Appeals Committee c/o Lincoln Center for the Performing Arts, Inc. 70 Lincoln Center Plaza New York, NY 10023 |

Plan Cost

The Plan is funded by Lincoln Center and the participating employers—you pay nothing. Contributions to the Plan are actuarially determined and are held in a trust that is managed and administered by the Plan Trustee. These contributions and income from the trust fund investments are used to pay benefits under the Plan and expenses of administering the Plan and trust, according to Plan provisions.

Benefit Limitations

There are certain maximum limitations established by the Internal Revenue Service on the annual benefit payable from the Plan. If your benefit will exceed these limitations, you will be notified.

Loss of Benefits

There are some circumstances that might result in disqualification, ineligibility, denial, loss, forfeiture, suspension or reduction of benefits to you, your spouse or other beneficiary. These circumstances include:

- Termination of employment before the earliest date you qualify for vested benefits; and
- If you fail or your beneficiary fails to make timely and proper application for benefits, or to supply required information, such as proof of age or death.

“Top-Heavy” Provisions

Under current tax laws, the Plan must have certain provisions that prevent it from favoring key employees. Because of the large number of employees at all levels who participate in the Plan, it is very unlikely for that to happen. However, if it does, steps will be taken to ensure that the Plan does not discriminate in favor of key employees. A more detailed explanation of these provisions will be provided if the Plan should ever become top-heavy.

Plan Continuation

While Lincoln Center for the Performing Arts, Inc., Lincoln Center Development Project, Inc., The Chamber Music Society of Lincoln Center, Inc., and The Vivian Beaumont Theater, Inc. (Lincoln Center Theater) expect to continue to sponsor the Plan indefinitely for their respective eligible employees, each of them reserves the right to cease benefit accruals under the Plan for their employees and to withdraw from the Plan as participating employers.

Similarly, Film Society of Lincoln Center, Inc. (“Film Society”) expects to continue to sponsor the Plan indefinitely for its eligible employees. However, Film Society reserves the right to cease benefit accruals under the Plan for its employees, to close the Plan to newly hired employees of Film Society, and to withdraw from the Plan as a participating employer.

Jazz at Lincoln Center, Inc. (“Jazz”) also reserves the right to withdraw from the Plan as a participating employer. As described in this Summary Plan Description, Jazz has frozen benefit accruals under the Plan for its employees effective June 30, 2017.

In addition, Lincoln Center for the Performing Arts, Inc. can amend the Plan at any time and can terminate the Plan for all covered employees. If your employer terminates its participation in the Plan, or the Plan is terminated for all covered employees, you will have a vested or nonforfeitable right to the accrued benefit you have earned. The amount of your benefit, if any, will depend on the Plan assets, the terms of the Plan and the benefit guarantee of the Pension Benefit Guaranty Corporation (PBGC). Plan assets will be shared among Plan members and beneficiaries in the following order:

- Certain annuities that members have been receiving or could have been receiving for three years prior to the end of the Plan.
- Other vested benefits guaranteed by the PBGC.
- Other vested benefits.
- Remaining Plan benefits.

If the Plan is sufficiently funded, you will receive your full accrued benefit. Once your benefit has been determined, it may be paid in the form of one or more cash payments, or an insurance company annuity contract, which will pay you a monthly income. The exact form of payment may be set by law.

If the Plan is ended for all covered employees, then after all benefits have been paid and legal requirements have been met, any remaining Plan assets will be paid to Lincoln Center for the Performing Arts, Inc.; Jazz at Lincoln Center, Inc.; Lincoln Center Development Project, Inc.; The Chamber Music Society of Lincoln Center, Inc.; the Film Society of Lincoln Center, Inc.; and The Vivian Beaumont Theater, Inc. (Lincoln Center Theater).

Any Plan change or termination will affect your future benefits only. In other words, if the Plan is changed or terminated, you will not lose benefits that you had accrued before the date of the change or termination. However, any Plan benefits for which you might be eligible in the future may be increased, decreased, or terminated.

Official Plan Documents Determine Benefits

This summary is based on the official Plan documents. All benefits under the Plan will be determined in accordance with the official Plan documents and any administrative procedures under the Plan. If there is any difference between this summary and the official Plan documents, the official Plan documents and the administrative procedures will be followed. No one can orally change the terms of the Plan.

Plan Participation Doesn't Guarantee Employment

Nothing in this booklet says or implies that participation in the Plan is a guarantee of continued employment with Lincoln Center, its affiliated companies, or any participating employer.

Non-Assignment of Benefits

Except as may be required by law, you may not borrow against your pension or pledge any part of it as security for a loan or otherwise transfer or assign your rights. No part of your benefits may be claimed by a creditor for the payment of a debt you may have incurred.

Part of all of your benefits may be claimed, however, to pay child support or alimony or as part of a marital property settlement, which the Plan determines meets the requirements of a Qualified Domestic Relations Order (QDRO). In addition, if you owe the government any money, it is possible that your benefits could be attached to pay that liability (e.g., under an IRS levy).

Benefit Claims and Appeals Procedure

Fast Facts

If you believe there is a mistake in your records or in the processing of your pension benefit application, you or your beneficiary have the right to file a claim. If your claim is denied, you have the right to file an appeal.

How to File a Claim

Any claim by you or your beneficiary (“Claimant”) with respect to eligibility, participation, contributions, benefits or other aspects of the operation of the Plan must be made in writing to the Appeals Committee (at the address listed in this Summary Plan Description) for such purpose. The Appeals Committee shall provide the Claimant with the necessary forms and make all determinations as to the right of any person to a disputed benefit.

Period for Responding to a Non-Disability Claim

If a Claimant is denied benefits under the Plan for a claim that does not involve a disability determination, the Appeals Committee or its designee will notify the Claimant in writing of the denial of the claim within ninety (90) days after the Appeals Committee or its designee receives the claim, provided that in the event of special circumstances such period may be extended. In the event of special circumstances, the maximum period in which a claim must be determined may be extended for a period of up to ninety (90) days (for a total of one hundred eighty (180) days). If the initial ninety (90) day period is extended, the Appeals Committee or its designee will notify the Claimant in writing within ninety (90) days of receipt of the claim. The written notice of extension shall indicate the special circumstances requiring the extension of time and provide the date by which the Appeals Committee expects to make a determination with respect to the claim. If the extension is required due to the Claimant’s failure to submit information necessary to decide the claim, the period for making the determination will be counted from the date on which the extension notice is sent to the Claimant until the earlier of (a) the date on which the Claimant responds to the Appeals Committee’s request for information, or (b) expiration of the forty-five (45) day period commencing on the date that the Claimant is notified that the requested additional information must be provided. If notice of the denial of a claim is not furnished within the required time period described herein, the claim shall be deemed denied as of the last day of such period.

If Your Non-Disability Claim is Denied

If the Claimant’s claim is wholly or partially denied, the written notice will include (i) the specific reason(s) for the denial; (ii) references to the relevant Plan provisions on which the denial is based; (iii) a description of any additional material needed to complete the claim and an explanation as to why that information is needed, if applicable; (iv) an explanation of the Plan’s claim review procedures and the time limits for appealing the denial; and (v) a statement explaining the Claimant’s right to bring a court action under Section 502 (a) of ERISA in the event that the claim is denied upon appeal.

Appeal of the Denial of a Non-Disability Claim

If the Claimant’s application for a non-disability claim is denied, he or she has the right to appeal by making a request for a review (an “appeal”) or hearing by the Pension Committee of the decision denying the claim. This appeal must be in writing to the Appeals Committee (at the address listed in this Summary Plan Description) and must be received by the Appeals Committee within sixty (60) days after the Appeals Committee’s denial notice was received by you, or if no notification was provided, the date the claim is deemed denied.

In connection with the appeal, the Claimant: (i) has the right to submit written comments, documents, records, and other information relating to the claim for benefits; and (ii) will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information that is relevant to the claim for benefits.

Non-Disability Claims – Decision on Review of Appeal

Time Period for Decision on Appeal

The decision of the Appeals Committee upon review of a non-disability claim shall be made within sixty (60) days after receipt of the Claimant’s request for review, unless special circumstances (including, without limitation, the need to hold a hearing) require an extension. In the event of special circumstances, the maximum period in which a non-disability claim must be determined may be extended for a period of up to one hundred twenty (120) days. If the sixty (60) day period is extended, the Appeals Committee or its designee shall, within sixty (60) days of receipt of the claim for review, notify the Claimant in writing. The written notice of extension shall indicate the special circumstances requiring the extension of time and provide the date by which the Appeals Committee expects to make a determination with respect to the claim upon review.

If the extension is required due to the Claimant’s failure to submit information necessary to decide the claim, the period for making the determination will be counted from the date on which the extension notice is sent to the Claimant until the earlier of the date on which the Claimant responds to the Appeals Committee’s request for information, or expiration of the forty-five (45) day period commencing on the date that the Claimant is notified that the requested additional information must be provided.

If notice of the decision upon review is not furnished within the required time period described herein, the claim on review shall be deemed denied as of the last day of such period.

The Appeals Committee, in its sole discretion, may hold a hearing regarding the claim and request that the Claimant attend. If a hearing is held, the Claimant shall be entitled to be represented by counsel.

Notice of Denial of a Non-Disability Claim

The Appeals Committee’s decision upon review on the Claimant’s claim shall be communicated to the Claimant in writing. If the claim upon review is denied, the notice to the Claimant will explain (i) the specific reason or reasons for the decision, (ii) the specific Plan provisions on which the determination is based; (iii) that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and (iv) that the Claimant has a right to bring a civil action under Section 502(a) of ERISA, including the time limits and the venue for doing so.

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| <p>Appeals Committee Decisions</p> <p>All decisions and determinations made by the Appeals Committee will be based on the Plan and comments, documents, records and other information presented and will be final, conclusive and binding.</p> |
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Special Timing Rules for Disability Determinations

Special timing rules apply to decisions on claims involving disability determinations.

Period for Responding to a Disability Claim

If a Claimant’s claim involves a disability determination, the Claimant will receive written notice of a decision no later than forty-five (45) days after receipt of the claim. This period may be extended for two thirty (30) day extension periods if special circumstances require extensions of time. If an extension of time is required, the Claimant will receive written notice of the extension before the expiration of the review period, which will also describe the circumstances that require the additional extension and the date a decision is expected to be rendered on the claim. In the case of an extension, the notice will also explain (i)

the standards in the Plan under which the claim is being reviewed, (ii) the unresolved issues that prevent a decision from being made, and (iii) the additional information needed to resolve those issues. The notice shall also afford the Claimant at least forty-five (45) days to provide the specified information.

If Your Disability Claim is Denied

If a disability claim is denied in whole or in part, in addition to the information described above under “***If Your Non-Disability Claim is Denied,***” written notice of the decision on claim will include the following information:

- (a) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views of health care professionals who treated the Claimant or the vocational professionals who evaluated the Claimant, and that the Claimant has presented to the Plan, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial of the Claimant’s claim (whether or not the advice was relied upon in making that decision), and (iii) any Social Security Administration disability determination that the Claimant has presented to the Plan. The notice requirements in this subsection a. will apply to claims involving disability determinations claims filed on or after April 1, 2018, or such other date as may be established by the U.S. Department of Labor and published in regulations or other applicable guidance.
- (b) If the claim is denied based on a medical necessity, experimental treatment or similar exclusion or limit, the notice will contain either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant’s medical circumstances, or a statement that such explanation will be provided to the Claimant free of charge upon request.
- (c) If the claim is denied based on specific internal rules, guidelines, protocols or other similar criteria, the notice will include either the specific rule, guideline, protocol or other similar criteria relied upon in making the decision, or a statement that such rule, guideline, protocol, or other similar criteria was relied upon in denying the claim and that a copy of such guidance will be provided to the Claimant free of charge upon request, or a statement that such rules, guidelines, protocols, or other similar criteria of the Plan do not exist.
- (d) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits.

Appeal of the Denial of a Disability Claim

If a claim for benefits involving a disability determination is denied in whole or in part, the Claimant may appeal the decision. The appeal must be filed within one hundred and eighty (180) days of receiving the denial notice from the Appeals Committee. The Claimant and his or her representative (such as the Claimant’s attorney) are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant’s claim for benefits and may submit in writing comments, documents, records and other information in support of the appeal. The review will take into account all comments, documents, records and other information submitted by the Claimant relating to his or her claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Disability Claims – Decision on Review of Appeal

Time Period for Decision on Appeal

A final decision on the Claimant's appeal for benefits involving a disability determination will be made within forty-five (45) days of receipt of the appeal and may be extended for an additional forty-five (45) days if special circumstances require an extension of time. If an extension of time is required, the Appeals Committee will furnish the Claimant with a written notice of the extension (which may be delivered electronically) prior to the end of the initial forty-five (45) day period. The extension will not exceed a period of forty-five (45) days from the end of the initial period. The notice will indicate the special circumstances that require an extension and the date by which a final decision is expected to be rendered.

Appropriate Named Fiduciary

The appeal of a claim involving a disability determination will be reviewed by an appropriate named fiduciary of the Plan who will not afford deference to the initial denial of the claim and who will not be the individual who reviewed the initial claim (or a subordinate of such individual). When deciding an appeal that is based on a medical judgment, the named fiduciary will consult with an appropriately trained health care professional (who will not be the professional consulted in connection with the Claimant's initial claim or a subordinate of that individual).

New or Additional Evidence or Rationale

Before the issuance of a written notice denying a claim involving a disability determination, the Claimant will be provided, free of charge, with any new or additional evidence considered, relied upon or generated by the Appeals Committee or other person making the benefit determination. This notice will be provided as soon as possible and sufficiently in advance of the date on which notice of the adverse benefit determination on review is to be provided as described in the paragraph above. Also, before the issuance of a written notice denying a claim involving a disability determination that is based on a new rationale or additional rationale, the Appeals Committee will provide the Claimant, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which notice of the adverse benefit determination is required to be provided as described in the paragraph above. The notice requirements in this paragraph will apply to claims involving disability determinations filed on or after April 1, 2018, or such later date as may be established by the U.S. Department of Labor and published in regulations or other applicable guidance.

Notice of Denial of Disability Claim Appeal

If a Claimant's appeal based on a disability determination is denied in whole or in part, written notice of the decision on appeal will include:

- The information described in items (i), (ii), (iii) and (iv) under “***Notice of Denial of a Non-Disability Claim***” above (see page 27).
- The information described in items (a), (b), (c) and (d) under “***If Your Disability Claim is Denied***” above (see page 28).
- The identity of the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied upon in making the benefit determination.

Exhaustion of Claims Procedures; Limitations Period and Venue

A Claimant will have no right to seek review of the denial of his or her claim, or to bring any action at law or in equity in any court to enforce a claim for benefits, unless and until the Claimant exhausts his or her claim and appeal rights as described above. If a Claimant decides to file a lawsuit for benefits or actions under the Plan after exhausting the Claimant's claim and appeal rights, the lawsuit must be filed within two

(2) years of the date of the final adverse decision (the denial) of the Claimant's appeal. If, however, a shorter time period for filing such a claim applies under New York state law, then this shorter time period will apply. Any such lawsuit must be filed in the U.S. District Court for the Southern District of New York located in New York, New York.

Statements Required by Government Regulations

Regulations of the U.S. government require that this Summary Plan Description include the two statements that appear below. Both statements were drafted by the U.S. government and both are reproduced here with quotation marks, except that certain portions not applicable to the Plan have been deleted. Neither your employer nor the Plan Administrator can take any responsibility whatsoever for the accuracy or completeness of any assertion in either statement. These statements are made to you by the federal government, not by the Plan Administrator or your employer.

Statement of PBGC Rights

Certain benefits under the Plan are insured under Title IV of the Employee Retirement Income Security Act of 1974 (“ERISA”). The statement below concerns the rights under Title IV:

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

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

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits which are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

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>.

Statement of ERISA Rights

The following statement concerns additional rights under ERISA not involving the PBGC:

As a member (a participant) in the Lincoln Center Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan members 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 worksites 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 Employee Benefits Security 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 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 member 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 12 months. The Plan must provide this statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan members, 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 act prudently and in your interest and the interests of other Plan members 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 schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual 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 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.

In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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APPENDIX A - Affidavit of Domestic Partnership

Affidavit of Domestic Partnership For Purposes of Designating a Beneficiary for Pre-Retirement Survivor Death Benefit under the Lincoln Center Pension Plan

Instructions: In order for your Domestic Partner to be eligible for the Pre-Retirement Survivor Death Benefit under the Lincoln Center Pension Plan, you must submit an Affidavit of Domestic Partnership. You may revoke your domestic partnership at any time with no consent necessary from the Domestic Partner by notifying the Plan Administrator (Lincoln Center Department of Human Resources) in writing. You may only designate one Domestic Partner at any given time. If you marry, or your Domestic Partner predeceases you, any domestic partnership designation on file will become void immediately.

If applicable, please detach and complete the form on pages 36-37 and return it to the Plan Administrator.

The term “Domestic Partnership” means two unmarried adults (18 years of age or older), of the same gender, who:

- Have resided with each other for (at least) the six (6) consecutive months prior to the completion of an Affidavit of Domestic Partnership and prior to a claim for benefits;
- Intend to live continuously with each other permanently and to be jointly responsible for each other’s common welfare;
- Are not related by blood to a degree of closeness that the law would prohibit marriage if they were of the opposite sex;
- Are mutually responsible for their basic living expenses;
- Are at least the age of consent in the state in which they reside;
- Are not in a domestic partnership with anyone else; and
- Have not terminated their domestic partnership.

Please note: This form is for the sole purpose of designating your Domestic Partner as beneficiary of your **Lincoln Center Pension Plan Pre-Retirement Survivor Death Benefit**.

Other forms may be required in order for you to designate a beneficiary for other purposes within the Lincoln Center Pension Plan and for other benefit plans. Contact the Lincoln Center Department of Human Resources for more information.

Please detach and complete this form, if applicable.

**Affidavit of Domestic Partnership
For Purposes of Designating a Beneficiary for Pre-Retirement Survivor Death Benefit under the
Lincoln Center Pension Plan**

CERTIFICATION

I _____ submit this Affidavit of Domestic
Partnership to establish _____ as my Domestic Partner
(Employee's Name) (Domestic Partner's Name)

for the sole purpose of designating him/her as beneficiary of my Lincoln Center Pension Plan Pre-Retirement Survivor Death Benefit, and hereby affirm that we are living as domestic partners and our relationship meets all elements of the definition of Domestic Partner outlined immediately below.

My Domestic Partner and I declare and agree that we:

- Are not married or legally separated;
- Have resided with each other for (at least) the six (6) consecutive months prior to completion of this Affidavit;
- Intend to live continuously with each other permanently and to be jointly responsible for each other's common welfare;
- Are not related by blood to a degree of closeness that the law would prohibit marriage if we were of the opposite sex;
- Are mutually responsible for our basic living expenses;
- Are at least the age of consent in the state in which we reside;
- Are not in a domestic partnership with anyone else; and
- Have not terminated our domestic partnership.

My Domestic Partner and I both understand that at the time a claim for benefits is made, my surviving domestic partner will be required to submit documentation to prove our cohabitation and joint responsibility for each other's common welfare and financial interdependence for (at least) six (6) consecutive months prior to the claim for benefits.

My Domestic Partner and I both understand that to validate this Affidavit of Domestic Partnership and beneficiary designation, we must both sign the Affidavit of Domestic Partnership in the presence of a Notary. Also, we agree to immediately notify the Lincoln Center Department of Human Resources in the event of the termination of our Domestic Partnership. After termination of this Domestic Partnership, we understand that a subsequent Lincoln

Center Affidavit of Domestic Partnership cannot be filed for at least six (6) calendar months.

My Domestic Partner and I understand and agree that the statements in this Affidavit of Domestic Partnership are true and complete to the best of our knowledge. We further understand that if Lincoln Center suffers a loss of any type due to any false statement we made in this Affidavit, Lincoln Center may bring legal action against either or both of us to recover its losses, including reasonable attorney's fees. We also agree to provide all necessary documentation to validate or re-confirm the status of our Domestic Partnership upon Lincoln Center's request, and that failure to provide such documentation may result in the beneficiary designation being invalidated.

Employee's Signature Date

Employee's Name (Print)

Domestic Partner's Signature Date

Domestic Partner's Name (Print)

To Be Completed By a Notary Public

State of _____ County of _____

Sworn before me, _____, on this _____ day of _____, 20____, _____ and _____
(Notary) (Employee) (Domestic Partner)

personally appeared before me and having provided documentation to their identity, have acknowledged that, and made oath that, all information and statements in the foregoing are true and honest.

Signature of Notary My commission expires on: _____

Seal

Please return this form to:

Human Resources
Lincoln Center for the Performing Arts, Inc.
70 Lincoln Center Plaza
New York, NY 10040