MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

January 1, 1993 Restated Trust Agreement

Contains Amendments I through C
And Exhibit A(33)

Updated as of November 2022

MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN
Restated 1993 Trust Agreement
(Inclusive of Amendments I through C)

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MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

THIS AMENDMENT in toto to the Motion Picture Industry Individual Account Plan is made and entered into as of the 1st day of January, 1993, in the County of Los Angeles, State of California, by the Directors of the Motion Picture Industry Individual Account Plan and evidences the terms of a profit sharing plan for qualified employees of the motion picture and allied industries;

W I T N E S S E T H:

WHEREAS, the Unions and the Employers have entered into collective bargaining agreements which provide, among other things, for the establishment and maintenance of a profit sharing plan; and

WHEREAS, the said profit sharing plan is to be known as the Motion Picture Industry Individual Account Plan; and

WHEREAS, it is desired to restate such Plan, effective January 1, 1993;

NOW, THEREFORE, in consideration of the premises, it is mutually understood and agreed as follows:

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PART 1 - THE PLAN

ARTICLE I

DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Plan:

Section 1. Allocation Date

The term "Allocation Date" as used herein shall mean the last date of each Plan Year.

Section 2. Association or Alliance

The term "Association" or "Alliance" as used herein shall mean the Alliance of Motion Picture and Television Producers.

[1]Section 3. Beneficiary

(a) The term "Beneficiary" as used herein shall mean the person or persons last designated by a Participant or Pensioner upon an appropriate form provided by the Plan.

[2](b) A Participant or Pensioner may change a Beneficiary designation by filing a new form with the Directors. The Directors and the Trustee shall rely upon the last Beneficiary designation filed in accordance herewith. Except as set forth in this section, no action by a Participant, Pensioner, or Beneficiary (whether by judicial proceeding, settlement agreement, purported waiver, or otherwise) other than the filing of a properly filled out new beneficiary form shall serve to modify or revoke the designation of a Beneficiary on a beneficiary form. If a married Participant or Pensioner designated his or her spouse as Beneficiary and the Plan is provided with written proof of a subsequent legal divorce or legal separation with such spouse, his or her ex-spouse shall be deemed to have predeceased the Participant or Petitioner for purposes of this Beneficiary designation except to the extent an applicable court order provides that death benefits are payable to the ex-spouse. If a Participant or Pensioner designated his or her registered domestic partner as Beneficiary and the Plan is provided with written proof of a subsequent legal dissolution of the registered domestic partnership, his or her former registered domestic partner shall be deemed to have predeceased the Participant or Pensioner for purposes of this Beneficiary designation except to the extent an applicable court order provides that death benefits are payable to the former registered domestic partner. See Article VII, Section 4 for special rules applicable to qualified domestic relations orders.

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[1] AMENDED – Amendment XCIX, April 28, 2022 (Amended Section 3 (b), (c) and (d)).
[2] AMENDED — Amendment XXXII, December 20, 2000, effective January 1, 2001.
AMENDED – Amendment XCVI, October 29, 2020, retroactively effective January 1, 2019.

(c) If no valid Beneficiary designation is considered to exist at the time of the Participant's or Pensioner's death, then benefits otherwise payable to a Beneficiary shall be payable in the following order:

(1) the Participant's or Pensioner's spouse;

(2) the Participant's or Pensioner's issue;

(3) the Participant's or Pensioner's parents;

(4) the issue of the Participant's or Pensioner's parents;

(5) the Participant's or Pensioner's Beneficiary under the Motion Picture Industry Health Plan; or

(6) such person as may be chosen in the discretion of the Directors.

A category of Beneficiary described in one of the six clauses set forth in this subsection shall only be eligible to receive a benefit if no person described in a preceding clause is alive at the time of death. If the issue described in clauses (2) and (4) are of different degrees of kinship to the Participant or Pensioner, the rules of intestate succession then in existence under the California Probate Code shall determine the amount to be taken by each Beneficiary.

(d) Notwithstanding any provision of the Plan to the contrary, a designated Beneficiary may disclaim the benefits otherwise payable to the designated Beneficiary by providing to the Plan on or after November 1, 2021 a written disclaimer that satisfies the requirements of Section 2518 of the Code and any regulations and guidance issued thereunder, including without limitation that the disclaimer be signed by the disclaiming Beneficiary and received by the Plan within nine months following the death of the Participant. The disclaiming Beneficiary's signature shall be notarized. The disclaiming Beneficiary shall be treated as having pre-deceased the Participant and shall receive no benefit from the Plan. The disclaiming Beneficiary shall have no ability to determine the recipient of the Plan benefit, which shall be determined under the other provisions of the Beneficiary designation and the provisions of the Plan, as applicable. If the Participant designates more than one primary Beneficiary or more than one contingent Beneficiary and one of the designated primary or contingent Beneficiaries either makes a disclaimer in accordance with this paragraph or pre-deceases the Participant, the remaining primary or contingent Beneficiaries shall be treated as the sole primary or contingent Beneficiaries.

(e) In the event any amount is payable under the Plan to a minor, payment shall not be made to the minor, but instead shall be paid (1) to that person's then living parent(s) to act as custodian, (2) if that person's parents are then divorced, and one parent is the sole custodial parent, to such custodial parent, or (3) if no parent of that person is then living, to a custodian selected by the Directors to hold the funds for the minor under the Uniform Transfers or Gifts to Minors Act in effect in the jurisdiction in which the minor resides. If no parent is living and the Directors decide not to select another custodian to hold the funds for the minor, then payment shall be made to the duly appointed and currently acting guardian of the estate for the minor or, if no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor.

Section 3A. Benefit Commencement Date

The term "Benefit Commencement Date" as used herein shall mean the earlier of the Participant's Early, Normal or Late Retirement Date, the effective date of the commencement of disability pension payments as set forth in Article V, Section 5(d), and the date benefits commence under Article V, Section 1(b).

Section 4. Break in Service

The term "Break in Service" shall mean the last day of the second consecutive Computation Year of a period of two (2) years during which a Participant fails to accumulate at least two hundred (200) Vested Hours in each of such two (2) years. For the purpose of this Section only, Vested Hour shall include:

[3](a) An hour, computed at the rate of 40 hours per week, during a period of disability which prevents the Participant from engaging in the regular occupation for a period of at least six (6) months during the applicable Computation Year. Such a disability must be certified by a physician or surgeon, legally authorized to practice medicine, as sufficiently disabling to prevent the Participant from performing the duties of regular occupation during such period. The Directors shall determine, on the basis of such certificate, that the disability qualifies under this subparagraph, unless the Directors, in their discretion, shall require the Participant to submit to an examination by a physician or surgeon selected by the Directors, in which event the Directors shall determine, on the basis of all such medical findings, whether the disability qualifies under this subparagraph.

Section 5. Break in Service Participant

The term "Break in Service Participant" shall mean a Participant who has incurred a Break in Service under Article I, Section 4 and who has not thereafter received a Qualified Year under this Plan.

[4]**Section 5A. Cash-Out Amount**

The term "Cash-Out Amount" shall mean:

(a) After August 3, 1992, but prior to January 1, 1998, $3,500;

(b) January 1, 1998, and thereafter, $5,000.

Section 6. Code

The term "Code" shall mean the Internal Revenue Code of 1986 as amended from time to time.

Section 7. Collective Bargaining Agreement

The term "Collective Bargaining Agreement" as used herein shall mean the collective bargaining agreement or agreements in force and effective between the respective Unions and Employers from time to time.

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[3] AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
[4] Section ADDED – Amendment XVI, December 17, 1997, effective January 1, 1998.

[5]**Section 7A. Compensation**

[6](a) The term "Compensation" as used herein shall mean the scale regular basic hourly rate of pay (in the case of "on call" Employees, the "on call" rate), as set forth in the applicable Collective Bargaining Agreement, for each hour for which a contribution is due under Exhibit A to this Plan. Notwithstanding the preceding sentence,

(1) in the case of a "transportation coordinator" working under the Collective Bargaining Agreement with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local #399, Compensation shall be deemed to be $30 an hour for each hour up to and including July 28, 2001, and

(2) in the case of such transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), Compensation shall be deemed to be $31 an hour for each hour for the period commencing July 29, 2001, and ending July 31, 2004 and thereafter shall be such amount, which when multiplied by the applicable percentage set forth in Article IV, Section 4(a)(2)(D), equals the allocation provided in that Section.

(b) Notwithstanding subsection (a), in the case of a Nonaffiliate Employee, Compensation shall be determined as follows:

[7](1) For production accountants described in Article I, Section 12(a)(1)(D), for each hour for which a contribution is due under Exhibit A, the hourly rate determined by the Directors and set forth in the Production Accountant Group Designation.

[8](2) For each Nonaffiliate Employee of an employer described in Article I, Section 12(a)(1)(B), compensation shall mean the Participant's compensation reported on Form W-2 together with any amount contributed to a plan qualifying under Sections 125 or 401(k) of the Code as salary reduction contributions.

(c) Notwithstanding the foregoing, no Participant shall earn compensation for any period prior to August 4, 1996. In addition, a Participant shall only earn Compensation while he is a "covered participant" (as defined below). Compensation earned while he is not a covered participant shall be zero. For this purpose, a "covered participant" shall mean:

[9](1) a Participant who both (x) is not covered by a Collective Bargaining Agreement between the Employers and the Unions and (y) is described in Article I, Section 12(a)(1)(B) or (D). However, such a Participant employed by an Employer described in Article I, Section 13(b) who is a party to the Plan on August 1, 1996 shall not be a

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5 Section ADDED – Amendment X, June 26, 1996, retroactively effective January 1, 1996.
AMENDED – Amendment XXXVII, December 19, 2001

6 AMENDED – Amendment XV, October 22, 1997, retroactively effective August 3, 1997.
AMENDED – Amendment LVIII, December 20, 2004, retroactively effective July 31, 2004. (Art. I, Sec. 7A (a)(2) was amended.)

7 AMENDED – Amendment XXI, October 28, 1998, retroactively effective September 20, 1998.
AMENDED – Amendment XXXVI, August 23, 2001.
AMENDED – Amendment XXXXIV, December 18, 2002, effective January 1, 2003.

8 AMENDED – Amendment XII, February 26, 1997, effective April 1, 1997.

9 AMENDED – Amendment XXI, October 28, 1998, retroactively effective August 1, 1996.

covered participant unless his Employer makes an irrevocable election (in its written instrument described in Article I, Section 12(c) of the Plan) on or before December 31, 1997 that contributions based on Compensation shall be made to the Plan on behalf of its Nonaffiliate Employees. If such an election is made, the individual shall not be a covered participant prior to the date as of which the written instrument requires contributions to the Plan based on Compensation; or

[10](2) a Participant who is covered by one of the following Collective Bargaining Agreements:

(A) the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement;

(B) the 1996 Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement, provided that a Participant shall not earn Compensation under such agreement prior to September 29, 1996;

(C) the 1996 A.I.C.P.-I.A.T.S.E. Television Commercial Agreement, provided that a Participant shall not earn Compensation under such agreement prior to November 1, 1996; or

(D) the Collective Bargaining Agreements with the Operative Plasterers and Cement Finishers' International Association of United States and Canada, Local #755; the Studio Utility Employees, Local #724; the International Brotherhood of Electrical Workers, Local #40; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78; or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local #399, provided that a Participant shall not earn Compensation under such a Collective Bargaining Agreement prior to August 3, 1997.

(E) any other Collective Bargaining Agreement (including related side letters) that requires contributions to the Plan based on Compensation and consistent with Exhibit A, Article II, Section 1(c) (except for the dates contributions commence or increase), provided that a Participant shall not earn Compensation under such agreement prior to the date as of which such agreement requires such contributions.

[11](d) Notwithstanding any other contrary provisions of the Plan, Compensation taken into account under the Plan for any Computation Year beginning on or after January 1, 2002, for the purpose of calculating a Participant's accrued benefit (including the right to any optional benefit provided under the Plan) shall not exceed the $200,000 limit as adjusted for cost of living increases set forth in Section 401(a)(17)(B) of the Code. The adjustment in the cost of living For

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[10] AMENDED – Amendment XI, December 18, 1996, retroactively effective August 1, 1996.
AMENDED – Amendment XV, October 22, 1997, retroactively effective August 3, 1997.

[11] AMENDED—Amendment XXXI, August 23, 2000, retroactively effective December 21, 1997.
AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
AMENDED—Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

a calendar year applies to Compensation for he Computation Year that begins within such calendar year. The foregoing limit shall be applied on an Employer-by-Employer basis.

[12]**Section 7B. Computation Year**

The term "Computation Year" as used herein shall mean a year beginning on the Sunday before the last Thursday of a calendar year and ending on the Saturday before the last Thursday of the subsequent calendar year.

[13]**Section 8. Credited Hour**

(a) For a Participant who on December 22, 1979, was not a Break in Service Participant and for the period prior to the Effective Date, the term "Credited Hour" shall mean a Credited Hour determined under the provisions of the Pension Plan that was still credited to such Participant on the Effective Date. For this purpose Credited Hour shall not include:

(1) Any Credited Hour determined under the provisions of the Pension Plan for a Participant who retired under the provisions of the Pension Plan prior to the Effective Date of this Plan; unless such retirement was for reason of disability in accordance with the provisions of Section 5 of Article IV of the Pension Plan, such disability ceases to exist and such Participant works more than three (3) months, part of which is after April 30, 1979, in accordance with the provisions of Section 1 of Article II of this Plan; or

(2) Any Credited Hour determined under the provisions of the Pension Plan for a person who is a Break in Service Participant as of the end of the Computation Year ended December 22, 1979.

[14](b) (1) For the period commencing on the Effective Date and thereafter, the term "Credited Hour" shall mean an hour worked or a work hour guaranteed for which an Employer was required to make a contribution to this Plan in accordance with Section 2 of Article III; provided, however, that for periods ending prior to October 28, 1990, a "Credited Hour" shall not include any hour for which contributions are not received by the Plan if (i) the Employee fails within the following Computation Year to claim "Credited Hours" not shown on the annual report given to him by the Plan, or (ii) the Employer failed to make the required Employer contributions for such hour and such hour was after such Employee was aware, or had reason to believe, that the Employer had failed to make such contributions for other prior hours worked or guaranteed during the same or immediately preceding employment. "Credited Hour" shall include any back pay award, unreduced for mitigation of damages, made to compensate a Participant in accordance with Section 1 of Article III for periods during which the Participant would have been engaged in work for an Employer. Credited Hours shall be credited to the Computation Year in which such Credited Hours are worked or guaranteed, except that Credited Hours attributable to a backpay award shall be credited to the Computation Year to which the award pertains rather than the Computation Year in which the award is made or paid.

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[12] ADDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
[13] AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
[14] ADDED—Amendment XI, December 18, 1996, retroactively effective December 24, 1989.

(2) Notwithstanding subsection (b)(1), a special rule shall apply in the case of written claims for Credited Hours allegedly earned before October 28, 1990 and first brought to the attention of the Plan in Computation Years beginning in and after 1989. The Participant shall be granted credit for such alleged Credited Hours, notwithstanding the absence of contributions, if the Plan is presented clear and convincing evidence that such hours were worked or guaranteed.

(c) In addition to the foregoing, a Participant shall also receive Credited Hours for time spent in the Armed Services of the United States to the extent required by law.

[15](d) If a controlling Employee (as defined in Exhibit A, Article II, Section 4) who returns to work for the Employer with respect to which he is a controlling Employee, shows, by clear and convincing evidence, that he worked less hours than the number of hours for which contributions are required, he shall only receive Credited Hours for the number of hours he actually worked; even if the controlling Employee makes such a showing, contributions shall still be required for the number of hours set forth in Exhibit A, Article II, Section 4.

[16]**Section 9. Directors**

(a) The term "Employer Directors" as used herein shall mean the Directors appointed by the Employers.

(b) The term "Union Directors" as used herein shall mean the Directors appointed by the Unions.

(c) The term "Directors" as used herein shall mean Employer Directors and Union Directors collectively.

(d) The Directors shall be the persons who are Directors of the Pension Plan.

[17]**Section 10. Early Retirement Date**

(a) The term "Early Retirement Date" as used herein shall mean the first day of any month prior to a Participant's Normal Retirement Date as of which he elects to retire, provided as of such date he has fulfilled the requirements for early retirement set forth in Article I, Section 9(a)(1) or Article I, Section 9(a)(2) of the Pension Plan.

(b) In addition, solely in the case of a vested Break in Service Participant who is not vested in the Pension Plan, "Early Retirement Date" shall mean the first day of any month after the Break in Service, provided that such Participant may not retire after earning 400 Credited Hours in a Plan Year. An Early Retirement Date described in this subsection (b) may also be referred to as a "Withdrawal Date."

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[15] ADDED – Amendment XIII, April 23, 1997, retroactively effective December 25, 1988.
[16] AMENDMENT – Amendment XXVIII, December 15, 1999, effective January 1, 2000.
[17] AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
AMENDED – Amendment XXXXII, October 23, 2002.
Section 10 is AMENDED in its entirety, Amendment XXXXVII, August 27, 2003, retroactively effective October 23, 2002.

(c) A Participant shall notify the Directors of his selection of an Early Retirement Date by filing a written application with the Directors on or before the time specified in this Plan.

Section 11. Effective Date

The term "Effective Date" as used herein shall mean August 1, 1979.

Section 12. Employee

(a) [18](1) The term "Employee" as used herein shall mean:

(A) an employee who is included within the unit covered by a Collective Bargaining Agreement between an Employer and a Union which are or become parties hereto;

[19](B) an employee of this Plan, the Pension Plan, any Union, the Alliance, the Motion Picture Industry Health Plan, The Entertainment Industry Foundation, the Contract Services Administration Trust Fund, CSATF, LLC, the Directors Guild of America Contract Administration, or the Directors Guild – Producer Training Plan, if such entity be lawfully included as an Employer, as provided in Section 13 of this Article;

(C) Nonaffiliated Producers and Accountants Eligible executive producers, producers, associate producers and production accountants (subject to such definitions and eligibility rules as the Directors, in their discretion, may establish), employed by an Employer, provided the Employer agrees (in a sufficient written instrument to the Directors which is accepted by the Directors and which acceptance may be withheld in the discretion of the Directors) to make contributions on their behalf at such times and in such amounts as the Directors may, from time to time, establish by resolution;

[20](D) Other Nonaffiliates Any other employee of an Employer who is not included within the definition of Employee above and who is not included within a unit covered by any collective bargaining agreement to which such Employer is a party, whether with a Union or any other labor organization, provided however, no person described in this subparagraph (D) shall become an Employee hereunder unless the Employer, in a sufficient written instrument to the Directors, designates as eligible Employees all of the employees of such Employer not within any unit or units covered by any such collective bargaining

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[18] AMENDED – Amendment LXIII, June 22, 2005, retroactively effective January 1, 2005 (Article I, Section 12(a)(1)(C), (D), & (E) are amended.)
AMENDED – Amendment XCVIII, June 24, 2021, Retroactively effective June 1, 2021 (Article I, Section 12(a)(1)(B)).

[19] AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article I, Section 12(a)(1)(B).

[20] AMENDED – Amendment XXI, October 28, 1998, retroactively effective September 20, 1998.
AMENDED – Amendment XXXXIV, December 18, 2002, effective January 1, 2003.
AMENDED – Amendment LXIII, June 22, 2005, retroactively effective January 1, 2005 (Article I, Section 12(a)(1)(C), (D) & (E) are amended. (D) is deleted and (E) is re-lettered (D))

agreement (other than those persons mentioned in subparagraphs (C)), and unless such designation is accepted by the Directors, which acceptance may be withheld in the discretion of the Directors.

[21](E) Controlling Employees. A qualified Controlling Employee of an Employer shall mean any Employee (excluding any Employee described in Article 2, Section 2(b)(1) of Exhibit A regarding Named Employers) who is also a shareholder of the corporation or member of the LLC or is an officer of such Employer or the spouse of such a shareholder, member of the LLC or officer, and whose Employer employs at least one other employee performing work covered under the applicable collective bargaining agreement in addition to the Controlling Employee. Controlling Employees shall also include similarly situated employees of any other eligible business entities.

(2) The designation of an Employer's Employees for eligibility to participate under subparagraphs (B), (C), (D) or (E) of the preceding paragraph may be terminated by the Plan after notice, and by the Employer after notice and acceptance of such termination by the Plan.

[22](3) The term Employee as defined in any event shall not include those employees who do not satisfy one of the following subparagraphs:

(A) the employee's principal employment with the Employer satisfies both of the following requirements:

(1) the employee is in the labor pool in the Los Angeles area, and

(2) the employee is hired (i) by the Employer in the Los Angeles area to perform services in the Los Angeles area in the Industry, or (ii) by the Employer in the Los Angeles area to perform temporary services outside the Los Angeles area in connection with motion picture or commercial productions; or

(B) the employee's principal employment with the Employer satisfies all of the following requirements:

(1) the employee is in the labor pool in the United States or Puerto Rico, and

(2) the employee is hired by the Employer in the United States or Puerto Rico area (i) to perform services in such areas in the Industry in connection with motion pictures or commercial productions or (ii) to perform temporary services outside the United States and Puerto Rico area in connection with motion pictures or commercial productions, and

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[21] ADDED – Amendment LXXV, February 5, 2009, effective February 25, 2009, Subsection (E) was added.

[22] AMENDED – Amendment XXXX, June 26, 2002.
AMENDED – Amendment XXXXIX, November 20, 2003, effective January 1, 2004 (Article I, Section 12(a)(3) was replaced in its entirety).
AMENDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004.

(3) the employee is employed by the Employer as (i) a cameraperson who is working under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. or Local 600 thereof or (ii) an editorial or post-production sound employee who is working under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. or Local 700 thereof; or

[23](C) the Employer is the Plan, the Pension Plan, the Motion Picture Industry Health Plan, the Contract Services Administration Trust Fund, CSATF, LLC, or I.A.T.S.E. Local 52, Local 161, Local 600, Local 700, or Local 839 and the Employee's principal employment with the Employer satisfies each of the following requirements:

(1) for the Plan, the Pension Plan, the Motion Picture Industry Health Plan, the Contract Services Administration Trust Fund, and CSATF, LLC, the Employee is hired to work in an office of the Employer in the United States, and the Employee is hired by the Employer in the United States to perform services in the Industry;

(2) for I.A.T.S.E. Locals 161 600, 700 and 839, the Employee is hired to work in an office of the Employer in the United States to perform services in the Industry; or

(3) for I.A.T.S.E. Local 52, the Employee is hired to work in an office of the Employer in New York or New Jersey to perform services in New York or New Jersey in the Industry.

[24](D) the employee's principal employment with the Employer satisfies all of the following requirements of subparagraphs (1), (2) and (3) below or, in the alternative, all of the following requirements of subparagraphs (4), (5) and (6) below or, in the alternative, subparagraph (7) below or in the alternative subparagraph (8) below:

(1) the employee is in the labor pool in New York or New Jersey, and

(2) the employee is hired by the Employer in New York or New Jersey (i) to perform services in such areas in the Industry in connection with motion pictures or commercial productions or

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[23] AMENDED – Amendment LIX, December 20, 2004, effective January 1, 2005.
AMENDED – Amendment LXXXIX, October 27, 2016, effective October 27, 2016.
AMENDED – Amendment XC, December 22, 2016, retroactively effective October 27, 2016.
AMENDED – Amendment XCVII, February 25, 2021, retroactively effective December 17, 2020. (Section 12(a)(3)(C) is amended)
AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective June 1, 2021. (Section 12(a)(3)(C) is amended)
AMENDED – Amendment C, October 13, 2022, retroactively effective July 1, 2022.

[24] AMENDED – Amendment LXVIII, August 23, 2006, retroactively effective May 14, 2006.
REPLACED – Amendment LXXXVII, August 28, 2014, retroactively effective May 16, 2012 the initial paragraph is replaced.

(ii) to perform temporary services outside of such areas, but within the States of Connecticut, Delaware and Pennsylvania, excluding the City of Pittsburgh, in connection with motion pictures or commercial productions, and

(3) the employee is employed by the Employer as a studio mechanic who is working under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. Local 52 thereof, or

(4) the employee is in the labor pool in New York or New Jersey, and

(5) the employee is hired by the Employer in New York or New Jersey to perform services in the Industry in connection with motion picture productions, and

(6) the employee, prior to May 14, 2006, worked under an I.A.T.S.E., Local 52 Feature and Television Collective Bargaining Agreement which required contributions to the Motion Picture Industry Pension and Health Plans, and is hired by an Employer, on or after May 14, 2006, under an I.A.T.S.E. Collective Bargaining Agreement to perform services as a studio mechanic outside of the geographic jurisdiction of I.A.T.S.E., Local 52, as set forth in the May 16, 2006 Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. Feature and Television Production Contract with Major Producers.

[25](7) the employee is hired within the geographical jurisdiction of Local 52 to perform work outside the limits of the United States and its territories in any of the job classifications covered by the 2012 Motion Picture Studio Mechanics, Local 52 I.A.T.S.E. Feature and Television Production Contract with Major Producers, but is not hired under those agreements from an area where contributions would be made to the I.A.T.S.E. National Plan, rather than this Plan, had they worked in the area in which they were hired.

(8) the employee is hired in New York or New Jersey to perform work covered under the I.A.T.S.E. Area Standards Agreement and has previously worked under the Motion Picture Studio Mechanics, Local 52 I.A.T.S.E. Feature and Television Production Contract with Major Producers and has participated in this Plan.

[26](E) MPI As Home Plan This paragraph (E) applies to an employee who satisfies all of the following requirements

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[25] ADDED – Amendment LXXXVII, August 28, 2014, retroactively effective May 16, 2012, subparagraphs (7) and (8) were added.

[26] ADDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004.
ADDED – Amendment LXIII, June 22, 2005, retroactively effective January 1, 2005. (Subsection (E) is added.)
AMENDED – Amendment LXV, December 21, 2005, effective December 21, 2005.

(1) the employee is in the labor pool in the United States, and

(2) the employee is hired by the Employer in the United States to perform services in the Industry and

(3) a Sideletter (as defined in Article II, Section 1.(a)(6), below) provides that the particular employee who would otherwise participate in, and have contributions made to, other pension and/or health plans (the "away plans") with respect to employment in the Industry by a specified employer pursuant to a collective bargaining agreement on one or more specified projects (or all projects) will instead participate in one or more of the MPI Plans and

(4) the Sideletter is approved by the Plan on or before March 31, 2014.

In that case, then in accordance with and subject to the Sideletter, the particular employee shall be an Employee hereunder and shall be eligible to receive allocations of Contributions and Credited Hours with respect to the Employee's employment by the specified employer on the project(s) specified in the Sideletter. In addition, the specified employer to said Sideletter will be considered an Employer party for the limited purpose of making contributions on behalf of such Employee(s) (and the union party shall be considered a Union party for this purpose). Notwithstanding Exhibit A to the Plan, said Employer will be required to contribute in the amounts and for the hours set forth in the Sideletter with respect to said Employee(s). Notwithstanding Section 1(a)(1), except for employee(s) specified in the Sideletter, no other employees of said Employer covered by the applicable collective bargaining agreement shall be Employees hereunder. This paragraph (E) shall not apply to any employee who was not approved to have contributions made to the Plan under this provision on or before March 31, 2014.

[27](F) Local 161 The employee's principal employment with the Employer satisfies all of the following requirements of subparagraphs (1), (2) and (3) below or, in the alternative, all of the following requirements of subparagraphs (4), (5) and (6) below or in the alternative subparagraph (7) below or in the alternative subparagraph (8) below:

(1) the employee is in the labor pool in New York, New Jersey or Connecticut, and

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AMENDED – Amendment LXXXVI, February 27, 2014, effective April 1, 2014.
AMENDED – Amendment XC, December 22, 2016, retroactively effective November 1, 2016.

[27] ADDED – Amendment LIX, December 20, 2004, effective January 1, 2005.
AMENDED – Amendment LXIV, August 24, 2005, retroactively effective January 1, 2005, Article I, Section 12.(a)(3)(F)(3) is amended.
AMENDED – Amendment LXXI, October 25, 2007, retroactively effective March 3, 2007 (Subsection (F) was amended in its entirety.)
REPLACED – Amendment LXXXVII, August 28, 2014, retroactively effective March 3, 2013, initial subparagraph was replaced.

(2) the employee is hired by the Employer in New York, New Jersey or Connecticut (i) to perform services in such areas in the Industry in connection with motion pictures or commercial productions or (ii) to perform temporary services, in connection with motion pictures or commercial productions, in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia or West Virginia, and

(3) the employee is employed by the Employer as a script supervisor, production office coordinator, assistant production office coordinator, production accountant, payroll accountant or assistant production accountant who is working under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. Local 161 thereof.

(4) the employee is in the labor pool in New York, New Jersey or Connecticut; and

(5) the employee is hired by the Employer in New York, New Jersey or Connecticut to perform services in the Industry; and

(6) the employee, prior to March 3, 2007, worked under an I.A.T.S.E. Local 161 Feature and Television Collective Bargaining Agreement which required contributions to the Motion Picture Industry Pension and Health Plans, is hired by an Employer on or after March 3, 2007 to perform services as a script supervisor, production office coordinator, assistant production office coordinator, production accountant, payroll accountant or assistant production accountant outside of the geographic jurisdiction of the 2003 Motion Picture Script Supervisors and Production Office Coordinators, Local #161, IATSE and M.P.T.A.A.C. Motion Picture Theatrical and TV Series Production Contract, or its successor agreements, and is employed under a Collective Bargaining Agreement permitting redirection of contributions to this plan on behalf of the employee.

[28](7) the employee is hired within the geographical jurisdiction of Local 161 to perform work outside the limits of the United States and its territories, in any of the job classifications covered by the 2013 Motion Picture Theatrical and TV Series Production Agreement and Supplemental Digital Production Agreement with Motion Picture Script Supervisors and Production Office Coordinators, Local 161, I.A.T.S.E., but is not hired under those agreements from an area where contributions would be made to

[28] ADDED – Amendment LXXXVII, August 28, 2014, retroactively effective March 3, 2013, subparagraphs (7) and (8) were added.

the I.A.T.S.E. National Plan, rather than this Plan, had they worked in the area in which they were hired.

(8) the employee is hired in New York, New Jersey or Connecticut to perform work covered under the I.A.T.S.E. Area Standards Agreement and has previously worked under the Motion Picture Theatrical and TV Series Production Agreement and Supplemental Digital Production Agreement with Motion Picture Script Supervisors and Production Office Coordinators, Local 161, I.A.T.S.E. and has participated in this Plan.

[29](G) The employee's principal employment with the Employer satisfies all of the following requirements:

(i) the employee is in the labor pool in the United State or Puerto Rico; and

(ii) the employee is employed by the Employer to perform services in the United States, United States territories, Puerto Rico or Canada, but excluding employment on New York-based productions or productions made in the vicinity of New York, when such productions of either type are made with on-production crews obtained exclusively from New York; and

(iii) the employee is employed by the Employer as an art director working under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. or Local 800 thereof.

[30](H) East Coast Production Accountants The employee's principal employment with the Employer satisfies all of the following requirements:

(1) the employee is employed in New York or New Jersey: or

(2) the employee is hired by the Employer in New York or New Jersey to perform services outside those states, but within the limits of the U.S., its territories and Canada; and

(3) the employee is employed by the Employer as a nonaffiliated production accountant under a Production Accountants Group Designation.

[31](I) Casting Directors The employee's principal employment with the Employer satisfies all of the following requirements:

(1) the employee is hired by the Employer (1) to perform services in the City of New York, New York and/or in Los Angeles County, or (2) is hired by the Employer in New York, New York or in Los Angeles County to perform work outside of such areas; and

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[29] ADDED – Amendment LXI, February 23, 2005.
[30] ADDED – Amendment LXIII, June 22, 2005, retroactively effective January 1, 2005. (Subsection (H) is added).
[31] ADDED – Amendment LXVI, March 8, 2006, retroactively effective January 29, 2006 (Subsection (I) is added).

(2) the employment is in connection with the production of either (a) live action theatrical motion pictures or live action prime time television motion pictures, or (b) a motion picture of a different type which the Employer, at its sole discretion, has determined will be covered by a collective bargaining agreement referenced in (I)(3), below; and

(3) the employee is employed by the Employer as a freelance casting director or freelance associate casting director who is working under a collective bargaining agreement between the Employer, on the one hand, and Teamsters Local 399 and Teamsters Local 817, on the other hand.

[32](J) Southern California Live Broadcasting/Recording The employee's principal employment with the Employer satisfies all of the following requirements:

(1) The employee is employed (i) through the Employer's southern California office or crewing service, to perform service in connection with the live broadcast or recording of events held in the California counties of Los Angeles, Ventura, Orange or San Diego, or the greater Palm Springs, California area, or (ii) through the Employer's southern California office or crewing service, to temporarily perform services in connection with the live broadcast or recording of events held outside such counties and area referenced in (J)(1)(i), above; and

(2) The employee is not hired from San Diego Local 795, I.A.T.S.E., and is not a participant in the I.A.T.S.E. National Health and Welfare, Annuity or Pension Funds, by virtue of customarily being employed under an I.A.T.S.E. Collective Bargaining Agreement covering geographic regions other than those described in (J)(1)(i) above; and

(3) The employee is a freelance operator employed as a technical production crew member, and a Collective Bargaining Agreement between an Employer and I.A.T.S.E. requires contributions to the Motion Picture Industry Pension, Health and Individual Account Plans on behalf of such employee.

[33](K) Location Scouts/Managers The employee's principal employment with the Employer satisfies all of the following requirements:

(1) the employee is hired by the Employer (i) to perform services in the states of New York, New Jersey, Connecticut or Rhode Island or (ii) hired by the Employer in New York, New Jersey,

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[32] ADDED – Amendment LXX, March 1, 2007, effective March 1, 2007 (Subsection (J) is added).
[33] ADDED – Amendment LXXXII, June 23, 2011, retroactively effective June 1, 2011 (Subsection (K) is added).

Connecticut or Rhode Island to perform work outside of such areas; and

(2) the employment is in connection with the production of commercials or promos; and

(3) the employee is employed by the Employer as a location scout/manager under a collective bargaining agreement between the Employer, on the one hand, and Teamsters Local 817, on the other hand.

[34](L) The employee's principal employment with the Employer satisfies all of the following requirements:

(1) the employee is hired by the Employer in the states of New York, New Jersey or Connecticut to perform services within the United States, it territories and Canada; and

(2) the employment is in connection with the production of feature motion pictures or television; and

(3) the employee is employed by the Employer as an assistant location manager, location scout, location coordinator or location assistant under a collective bargaining agreement between the Employer, on the one hand, and Teamsters Local 817, on the other hand, and is not required to work under the jurisdiction of another collective bargaining agreement.

(b) The Employer may modify the group of employees (whether or not covered by a collective bargaining agreement) of such Employer who qualify as Employees pursuant to a written instrument executed by such Employer, if such instrument is approved by the Directors. In such written instrument, the Employer and the Directors may agree to provide other rules regarding the participation of employees of the Employer in the Plan and Employer contributions to the Plan, including allowing employees to choose between participating in the Plan or a private retirement plan of the Employer. Any such modifications may be terminated by the Plan and/or the Employer in accordance with the terms of such written instrument. No such modification shall be adopted which will be in conflict with the existing Collective Bargaining Agreements between the Employer and the Union hereunder, or be contrary to any other governmental ruling or regulation.

[35]**Section 13. Employer**

[36](a) The term "Employer" as used herein shall mean any member of the Alliance or any other employer which produces motion pictures or commercials in the Los Angeles area or whose

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[34] ADDED – Amendment XCI, August 24, 2017, retroactively effective July 1, 2017 (Subsection (L) is added). AMENDED – Amendment C, October 13, 2022, retroactively effective July 1, 2022.

[35] REPLACED/ADDED – Amendment XXII, December 9, 1998, effective January 1, 1999. Section 13(c) and (d) are replaced with subsections (c)-(e).

[36] AMENDED – Amendment XVI, December 17, 1997, effective January 1, 1998.

business is primarily the furnishing of materials or services for motion picture or commercial production in said area and which becomes a party to this Plan and which has duly executed a Collective Bargaining Agreement with any Union, which is or becomes a party hereto and which agreement requires contributions by such employer to this Plan.

[37](b) The Plan created hereby shall itself be considered an Employer hereunder, if permitted by law or governmental regulation to be so considered, with respect to Employees directly employed by it in the administration thereof. The Pension Plan and the Motion Picture Industry Health Plan may be considered, with respect to Employees directly employed by it in the administration thereof, an Employer hereunder if permitted by law or governmental regulations to be so considered. Each Union party hereto, the Alliance, The Entertainment Industry Foundation and Contract Services Administration Trust Fund, CSATF, LLC, the Directors Guild of America Contract Administration, and the Directors Guild – Producer Training Plan may be considered an Employer hereunder, if permitted by law or governmental regulation to be so considered, with respect to Employees directly employed by such entity.

[38](c) The term "Employer" as used herein shall also mean any member of the Alliance or any other employer that produces motion pictures or commercials outside of the Los Angeles area, that becomes a party to this Plan and that has duly executed a Collective Bargaining Agreement with I.A.T.S.E. or I.A.T.S.E. Local 600, 700, 52, 161, 800, or Teamsters Local 399 and 817 that requires contributions by such employer to this Plan; provided, however, that such entity shall be considered an Employer only with respect to Employees described in Section 12(a)(3)(B), 12(a)(3)(D), 12(a)(3)(F), 12(a)(3)(G), 12(a)(3)(I), 12(a)(3)(K) or 12(a)(3)(L) of this Article.

[39](d) The term Employer also includes for the limited purpose only of making contributions to the Plan on behalf of Participants included within the definition of Employee by Section 12(a) of this Article, a producer of motion pictures or commercials who does not produce such pictures in the Los Angeles area and is not described in subsection (c), but hires Participants under the circumstances set forth in Section 12(a) of this Article.

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[37] AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article I, Section 13(b).
AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective June 1, 2021, Article I, Section 13(b).

[38] AMENDED – Amendment XVI, December 17, 1997, effective January 1, 1998.
REPLACED – Amendment XXII, December 9, 1998, effective January 1, 1999.
REPLACED – Amendment XXXX, June 26, 2002.
REPLACED – Amendment XXXXIX, November 20, 2003, effective January 1, 2004.
AMENDED – Amendment LIX, December 20, 2004, effective January 1, 2005.
ADDED – Amendment LXI, February 23, 2005 (Subsection "v" was added)
AMENDED – Amendment LXII, April 27, 2005, retroactively effective January 1, 2005 (Section 13(c) was replaced in its entirety.)
AMENDED – Amendment LXVI, March 8, 2006, retroactively effective January 29, 2006.
AMENDED – Amendment LXXXII, June 23, 2011, retroactively effective June 1, 2011.
AMENDED – Amendment XCII, June 27, 2019, retroactively effective July 1, 2017, (c).

[39] ADDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
REPLACED – Amendment XXII, December 9, 1998, effective January 1, 1999.(d)

[40](e) The term "Employer" also includes, for the limited purpose only of making contributions to the Plan on behalf of Participants described in Section 1(a)(6) of Article II, a producer of motion pictures or commercials who does not produce such pictures in the Los Angeles area and is not described in subsection (c), but hires Participants under the circumstances set forth in Section 1(a)(6) of the Article II.

[41](f) The term "Employer" as used in Article III of this Plan shall include each "Employer" as that term is defined by any of the foregoing subsections of this Section and shall include any other employer which produces or distributes motion pictures and which has executed an agreement with any Union or with the Plan assuming the obligation under any applicable collective bargaining agreement to pay to the Plan contributions required to be made to the Plan under Article XIX (Post '60s Theatrical Motion Picture) or Article XXVIII (Supplemental Markets) of the I.A.T.S.E. Basic Agreement or by any analogous provisions of any other collective bargaining agreement between any Employee party and any Union party to this Plan.

[42](g) The term "Employer" as used herein shall exclude Loan-Out companies. A "Loan-Out" company is any company, regardless of its legal entity structure, that is controlled by the only employee performing work covered by an applicable collective bargaining agreement. Employers who have Controlling Employee(s) are only eligible to participate in the Plan if they meet the criteria set forth in Article II, Section 4. of Exhibit. A (Controlling Employees) as well as all the other terms and conditions of the Plan.

Section 14. ERISA

The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974 as amended from time to time.

Section 15. Fiduciary

"Fiduciary" shall mean all persons defined in Section 3(21) of ERISA, associated in any manner with the control, management, operation and administration of the Plan or Trust and such term shall be construed as including the term "Named Fiduciary" with respect to those fiduciaries named in the Plan or who are identified as fiduciaries pursuant to the procedures specified in the Plan.

Section 16. Fund

The term "Fund" as used herein shall mean the trust estate created by and governed by the Trust, such Fund to be the source to which contributions hereunder are paid. Benefits hereunder shall be based solely upon the amounts contributed and any income, less expenses, derived therefrom.

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[40] ADDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004. (A new section 13(e) was added.)

[41] ADDED – Amendment XXII, December 9, 1998, effective January 1, 1999.
RELETTERED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004. (Section 13(e) was re-lettered 13(f) and a new 13(e) was added.)

[42] ADDED – Amendment LXXV, February 5, 2009, effective February 25, 2009. Subsection (g) was added.

[43]**Section 17. Industry**

The term "Industry" shall refer to any employment after February 1, 1978, in Los Angeles County (or employment of an employee hired in Los Angeles County and transported outside Los Angeles County) by an employer in any job classification, whether affiliated or unaffiliated, covered by the Plan. Industry shall also include employment by an employer in any job classification, whether affiliated or unaffiliated, set forth in Article I, Section 12(a)(3) in the geographical locations set forth in Article I, Section 12(a)(3) applicable to that job classification. For the purpose of the preceding sentence, a job classification will be considered covered by the Plan if: (a) the job classification is in connection with motion picture production (which, for purposes of this sentence, shall mean motion picture or commercial productions or furnishing of materials or services for motion picture or commercial productions); (b) the services in question are not subject to contributions to another multiemployer plan covering employment in the motion picture industry; (c) one or more Employees are performing similar services in connection with motion picture production; and (d) the Participant receives consideration from his employer for the services, except that the requirement of consideration shall be inapplicable if the Participant or his spouse is either an officer or 10% or more owner of the voting power of the corporation for which he is performing services. Any rendition of services shall be considered work for the purpose of the preceding sentences (except as set forth in clause (d) of the preceding sentence).

[44]**Section 18. Late Retirement Date**

The term "Late Retirement Date" as used herein shall mean the first day of any month selected by the Participant subsequent to his Normal Retirement Date, provided that on the date set for his retirement he shall have notified the Directors by filing a written application with the Directors on or before the time specified in this Individual Account Plan. The term "Late Retirement Date" shall also include the first day of any month on or after April 1 of any calendar year (commencing with 2009) following the calendar year in which the Participant has attained age 70-1/2 even if the Participant has not retired from the Industry.

[45]**Section 19. Normal Retirement Age and Normal Retirement Date**

(a) The term "Normal Retirement Date" as used herein shall mean the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

(b) If, upon attainment of age 65, a Participant is vested under Article II, Section 3 of the Plan, the term "Normal Retirement Age" shall mean the Participant's 65th birthday.

(c) Except as provided in subsection (b), the term "Normal Retirement Age" shall be the later of the Participant's sixty-fifth birthday or the applicable anniversary date. Except as provided in subsection (d), the applicable anniversary date shall mean the earlier of (1) the date the Participant completes five Qualified Years, (2) the tenth anniversary of the date the Participant commenced his last period of participation in the Plan, (3) the fifth anniversary of the date the Participant commenced his last period of participation in the Plan (ignoring all

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43 AMENDED – Amendment XVI, December 17, 1997, effective January 1, 1998.
AMENDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004.
44 AMENDED – Amendment LXXVI, March 10, 2009, retroactively effective January 1, 2009.
45 AMENDED – Amendment XXIX, February 23, 2000, retroactively effective December 26, 1999.
AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

participation before December 25, 1988, for purposes of this clause (3)), or (4) the date the Participant otherwise vests under Article II, Section 3 of the Plan. The term "last period of participation in the Plan' for the purposes of the preceding sentence shall mean the most recent period of participation in the Plan unbroken by a Break in Service; provided, however, that a Break in Service shall be ignored for this purpose if the Participant, (1) prior to such Break in Service has a vested interest in his accrued retirement benefit, or (2) is reinstated with his pre-break Qualified Years and Credited Hours in accordance with the next sentence. For purposes of the preceding sentence, the Participant's service prior to a Break in Service shall be deemed reinstated on the date in which the Participant earns his 400th Credited Hour in a single Computation Year; provided that if, as of such date, the Participant's prior service is forfeited pursuant to Article II, Section 2, then the Participant's service prior to the Break in Service shall not be reinstated and shall be permanently ignored.

(d) If a Participant (1) has a Break in Service after completing five Qualified Years and before attaining age 65 and (2) is not otherwise vested on the date he attains age 65, then Participant's applicable anniversary date shall not occur until the date set forth in the next sentence. Such applicable anniversary date shall not occur until the earlier of (1) the first day the Participant earns his 400th Credited Hour in a single Computation Year (after the Break in Service) or (2) the first day the Participant earns his 40th Credited Hour in a single Computation Year (ignoring all Credited Hours before age 65); provided that if, as of such date, the Participant's prior service is forfeited pursuant to Article II, Section 2, then the Participant's earlier applicable anniversary date shall be permanently ignored and the Participant's new applicable anniversary date shall be determined by ignoring all prior service and participation.

(e) A Participant who is not otherwise vested shall have a vested interest in his accrued retirement benefit when he attains his Normal Retirement Age. Such Participant shall be entitled to retire pursuant to the provisions of Article V, Section 1 and to receive a pension in an amount determined under Sections 2 or 4 of Article V, whichever is applicable.

Section 20. Participant

The term "Participant" as used herein shall mean every Employee who becomes a Participant as set forth in Article II, Section 1.

Section 21. Participant Individual Account

The term "Participant Individual Account" as used herein shall mean the individual account maintained for each Participant as hereinafter set forth which is to be credited with the contributions made by Employers on behalf of Participants, together with the allocations thereto as required by this Plan.

[46]**Section 22. Pensioner**

The term "Pensioner" as used herein shall mean any person formerly a Participant who is retired under this Plan and who is receiving, or has received, the individual account benefits provided herein. However, except for purposes of Article VI, Section 3 and Article VIII, Section 3, a Participant who retired on a Withdrawal Date pursuant to Article I, Section 10(b) shall not be considered a Pensioner.

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[46] Section 22 is AMENDED in its entirety, August 27, 2003, retroactively effective October 23, 2002.

Section 23. Pension Plan

The term "Pension Plan" as used herein shall mean the Motion Picture Industry Pension Plan, as now in effect or hereafter amended, including the Old Plan as defined therein where appropriate.

[47]**Section 24. Plan Year**

The term "Plan Year" as used herein shall mean (i) prior to December 26, 1999, a year beginning on the Sunday before the last Thursday of a calendar year and ending on the Saturday before the last Thursday of the subsequent calendar year, (ii) the period beginning on the Sunday before the last Thursday of 1999 and ending on the last Sunday of 2000 (that is, the period from December 26, 1999 until December 31, 2000), and (iii) each calendar year beginning on or after January 1, 2001.

Section 25. Qualified Joint and 50% Survivor Annuity

The term "Qualified Joint and 50% Survivor Annuity" shall mean an annuity for the life of the Participant with a survivor annuity for the life of the spouse of the Participant to whom he is married at his Benefit Commencement Date, which is 50% of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse and which is the actuarial equivalent of a single life annuity for the life of the Participant.

[48]**Section 26. Qualified Year**

The term "Qualified Year" as used herein shall mean a Computation Year during which a Participant shall have accumulated at least 400 Credited Hours.

[49]**Section 26A. Spouse**

The term "spouse" as used herein, whether or not capitalized, shall include a same sex spouse married in a jurisdiction that legally recognizes same sex marriage at the time the marriage is entered into, provided such marriage remains valid and recognized in the jurisdiction in which the marriage occurred.

Section 27. Trust

The term "Trust" as used herein shall mean the agreement (including any amendments thereto and modifications thereof), which is negotiated and executed under the authorization of this Plan by the Directors with a selected Trustee which shall be a bank or trust company, such trust to be an integral part of this Plan.

Section 28. Trustee

The term "Trustee" as used herein shall mean the trustee designated in the Trust, together with its successor or successors, designated in the manner provided in the Trust.

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47 AMENDED — Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
48 AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
49 ADDED – Amendment LXXVIII, February 25, 2010, effective June 1, 2010.

[50]**Section 29. Unions**

The term "Unions" as used herein shall mean the following Unions:

1. International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (covering its Locals #44, #52, #80, #161, #600, #695, #700, #705, #706, #728, #729, #800, #839, #871, #884, and #892).
2. Ornamental Plasterers and Cement Finishers' International Association of United States and Canada, Local #755.
3. Studio Utility Employees, Local #724.
4. International Brotherhood of Electrical Workers, Local #40.
5. Hotel and Restaurant Employees and Bartenders Union, Local #11.
6. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78.
7. Security Police Fire Professionals of America, Local 100.
8. Office and Professional Employees' International Union, A. F. of L., Local #174.
9. United Service Workers West, Service Employees International Union (formerly SEIU Local 1877 and SEIU Local 399).
10. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local #399.
11. Studio Security and Fire Association—The Warner Bros. Studio Facilities.

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[50] AMENDED – Amendment VIII, December 13, 1995, retroactively effective December 25, 1994.
AMENDED – Amendment XXXI, August 23, 2000, retroactively effective August 1, 2000.
AMENDED – Amendment XXXXIX November 20, 2003, effective January 1, 2004 (Paragraph 1 changed).
AMENDED – Amendment LIX, December 20, 2004, effective January 1, 2005.
AMENDED – Amendment LXVI, March 8, 2006, retroactively effective January 29, 2006 (Local 817 was added).
AMENDED – Amendment LXXIII, August 28, 2008, retroactively effective July 1, 2008 (Locals 790 and 847 merged into Local 800).
AMENDED – Amendment LXXX, October 28, 2010, retroactively effective August 1, 2010 (Local 683 merged into Local 700).
AMENDED – Amendment LXXXIV, October 31, 2013 (items 1 and 9 were amended).
(Continued on next page)

AMENDED – Amendment LXXXV, February 27, 2014, item 7 is retroactively effective February 16, 2013; and new item 13 is retroactively effective December 19, 2013.
AMENDED – Amendment XCIII, August 29, 2019, retroactively effective June 1, 2017 (Local 537).
AMENDED – Amendment XCIV, February 27, 2020, retroactively effective September 1, 2019 (Local 55)

12. International Brotherhood of Teamsters, Theatrical, Radio, Television, Field Equipment, Sound Tracks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local 817.

13. California Teamsters Public, Professionals and Medical Employees, Local 911.

14. Office and Professional Employees International Union, Local 537

15. Security Police Fire Professionals of America, Local 55

16. Any other union which shall become a party to this Plan and which has executed a Collective Bargaining Agreement with an Employer as defined in Section 13 hereof.

[51]**Section 30. Vested Hour**

(a) For a Participant who, on December 22, 1979, was not a Break in Service Participant and for the period prior to the Effective Date, the term, "Vested Hour" shall mean a Vested Hour determined under the provisions of the Pension Plan that was still credited to such Participant on the Effective Date.

(b) For the period commencing on the Effective Date and thereafter, the term "Vested Hour" shall mean and include the following hours:

(1) Each Credited Hour on or after the Effective Date.

(2) An hour worked with an Employer for which the Employer is not required (for a reason other than the Employee's failure to authorize required deductions for contributions to the Pension Plan) to make a contribution to this Plan if such hour is during a period of employment which precedes or follows (without other intervening employment or an intervening quit, discharge or retirement) employment with the same Employer for which employment such Employer was or is required to make a contribution to this Plan.

(3) An hour, computed at the rate of 40 hours per week, spent in the Armed Services of the United States if such Participant makes himself available for work within the Industry for an Employer within the time specified under the laws of the United States relating to reemployment rights.

(c) Solely for the purposes of Article I, Section 4, and Article II, Section 2, for the period commencing December 22, 1985 and thereafter, the term "Vested Hour" shall also include an hour, up to 8 hours per day, of absence from work because of pregnancy, the birth or adoption of the Participant's child or child care for a period immediately following such birth or adoption in the Computation Year in which such absence commences if necessary to obtain 400 Vested Hours (200 Vested Hours, in the case of Article I, Section 4) for such Computation Year

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[51] ADDED – Amendment XXX, February 23, 2000, Section (f) is added and retroactively effective January 1, 2000.
AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

(otherwise in the immediately following Computation Year if necessary to obtain 400 Vested Hours (200 Vested Hours, in the case of Article I, Section 4) in that Computation Year).

(d) Solely for the purpose of determining whether a Participant has five (or more) consecutive Computation Years with less than 400 Vested Hours under Article I, Section 4 and Article II, Section 2, the Computation Years ending December 24, 1988 and December 23, 1989 shall be ignored with respect to each Participant who, prior to February 1, 1988, earned Credited Hours at a time when the Participant was included within a unit covered by a Collective Bargaining Agreement with the Screen Extras Guild.

[52](e) This subsection (e) only applies to an Employee who (1) is employed by an Employer covered by the Family and Medical Leave Act of 1993 ("FMLA"), (2) is an "eligible employee," within the meaning of the FMLA, (3) takes a leave covered by the FMLA on or after the date the FMLA first applies to him and (4) returns to the employment of the Employer at the end of such leave. If an Employee is described in the preceding sentence, the Employee shall receive Vesting Hours for the period of the FMLA leave at a rate equal to the average of the hours worked for the Employer by the Employee (prorated for partial weeks) during the four weeks preceding the commencement of the leave.

(f) In the case of employees of DreamQuest Images whose employment was transferred to Walt Disney Pictures and Television on or about November 1, 1999, hours worked by such employees for DreamQuest Images and Walt Disney Pictures and Television on or after June 1, 1996 until and including January 2, 2000, shall be treated as Vested Hours.

Section 31. Vested Year

(a) For a Participant who, on December 22, 1979, was not a Break in Service Participant and for the period prior to and including the end of the Plan Year next following the Effective Date, the term "Vested Year" shall mean a Vested Year determined under the provisions of the Pension Plan that was still credited to such Participant at the end of the Plan Year next following the Effective Date.

[53](b) For the period commencing after the end of the Computation year next following the Effective Date, and thereafter, the term Vested Year shall mean a Computation Year during which an Employee shall have accumulated at least 400 Vested Hours.

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[52] ADDED – Amendment III, effective August 5, 1993.
[53] AMENDED — Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

ARTICLE II

PARTICIPATION

Section 1. Participation Requirements

[54](a) (1) Rules Applicable to Collective Bargaining Employees. Except as provided in this Section 1(a) and 1(d), present Employees and future Employees who are included within a unit covered by a Collective Bargaining Agreement (which requires contributions to this Plan by the Employer) between an Employer and a Union which are or become parties hereto shall automatically be a Participant (except as provided in a written instrument described in Article I, Section 12(c)) and shall not be required to file an application for participation.

(2) (A) Notwithstanding the foregoing paragraph (1), in accordance with and subject to the Collective Bargaining Agreement with the International Photographers Guild, IATSE Local #600 (the "Agreement"), camera crew Employees who are employed under the Local #659 Agreement (as defined in the Agreement) who, prior to May 16, 1996, had contributions made on their behalf to one of the pension plans maintained by either IATSE Local #644 or IATSE Local #666 (the "Other Plans") may elect, with respect to such employment, whether to participate in (1) this Plan, (2) the pension plan maintained by IATSE Local #644 only if the Employee, prior to May 16, 1996, had contributions made on his behalf to such pension plan, or (3) the pension plan maintained by IATSE Local #666, but only if the Employee, prior to May 16, 1996, had contributions made on his behalf to such pension plan. Each such Employee must make such election in writing prior to or at the time of accepting an offer of employment with the Employer and must file the election with Local #600 prior to commencing employment; provided that, in the case of employment commencing before May 1, 1998, the election shall be made and filed as soon as practicable. Within ten days after receipt of such election, Local #600 shall notify (in writing) the Plan that such election has been made. Such election shall not be valid unless signed by the Employer. The failure of a Participant to make an election shall be deemed to be an election to participate in this Plan. An election shall remain in effect until the earlier of the conclusion of the production or the termination of the Employee's employment on that production.

(B) An Employee (whether or not he previously participated in the Plan) shall not be a Participant and shall not earn any Credited Hours with respect to any period of employment during which he elected not to participate in the Plan pursuant to the foregoing provisions.

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[54] AMENDED – Amendment XVIII, February 18, 1998, retroactively effective May 1, 1996.
AMENDED – Amendment XIX, April 22, 1998, retroactively effective May 1, 1996.
AMENDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004. (Section 1(a)(1) was amended.)

(C) This paragraph (C) applies to camera crew Employees described in paragraph (A) above who made tentative elections to participate in one of the Other Plans with respect to employment on or after May 1, 1996, and prior to January 1, 1998. The hours worked with respect to such employment shall be referred to as "Retroactive Hours."

(1) These Participants will retain Credited Hours with respect to the Retroactive Hours. However, if such Employees participate in this Plan after 1997, such Participant will not be entitled to Credited Hours under this Plan for that number of hours worked (after such participation starts), which would otherwise be Credited Hours, that is equal to the number of Retroactive Hours.

(2) To the extent provided in the Agreement, the applicable Employer that employed the camera crew Employee with respect to the Retroactive Hours may reduce its contributions to this Plan made on or after January 1, 1998, by the amount of contributions made to this Plan with respect to Retroactive Hours.

[55](D) This paragraph (2) shall automatically expire December 31, 1998.

[56](3) (A) This paragraph (3) applies to any freelance Employee employed in the job classification of production office coordinator, assistant production office coordinator or art department coordinator under the Amendment Agreement of August 1, 2001 between the A.M.P.T.P. (on behalf of those Employers it represented in the negotiations of the 2000 Producer-I.A.T.S.E. Basic Agreement and those Employers who effectively consented to be part of the multi-employer bargaining unit described therein), on the one hand, and the I.A.T.S.E. and I.A.T.S.E., Local 871, on the other hand, (such agreement, together with renewals thereof, referred to as the "Agreement"). However, this paragraph (3) does not apply to an Employee with respect to a particular Employer unless the Employee was working for that Employer in such a job classification on or before August 1, 2001 and also previously participated in the Employer's benefit plans (in lieu of this Plan) during such employment.

(B) Notwithstanding the foregoing paragraph (1), any such Employee working for an Employer in such a job classification on or after August 1, 2001 may elect (in writing) to participate in such Employer's benefit plans in lieu of this Plan, the Motion Picture Industry Pension Plan and the Motion Picture Industry Health Plan (collectively "MPI Plans"). Such elections shall be filed with the Employer and made in accordance with paragraphs (I) or (II) below, as applicable. Except as described in the next sentence, all elections are irrevocable with respect to the employment of such Employee with the Employer, even if the Employee terminates and is later reemployed by the Employer. However, if the Employer terminates or discontinues its health plan or pension plan or the Employee is excluded from participation in either such plan, the Employee may

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[55] AMENDED – Amendment XXII, December 9, 1998, effective January 1, 1999.
[56] ADDED – Amendment XXXVIII, February 27, 2002, effective August 1, 2001.

make a different election. No election made by an Employee for a particular Employer shall apply to any other Employer.

(I) In the case of any such Employee employed on August 1, 2001 by an Employer in such a job classification (or who was previously employed by the Employer and resumes employment with the Employer in such a job classification prior to November 1, 2001), any such election shall be made no later than December 1, 2001. If the Employee elects to participate in the MPI Plans, participation in the MPI Plans shall commence on the date the election is made (or as soon as practicable thereafter) and the Employer shall commence making contributions as of such date. If no written election is made, the Employee shall participate in the MPI Plans beginning December 1, 2001 and the Employer shall commence making contributions as of such date. Notwithstanding the foregoing, if the Employee previously participated in the Employer's plans, but the Employee actively participates in the MPI Plans as an employee of the Employer on August 1, 2001 (or date of resumption of employment, if later), participation in the MPI Plans shall continue until election is made pursuant to this paragraph (I).

(II) In the case of any such Employee who was previously employed by an Employer on or before August 1, 2001 who resumes employment with that particular Employer in such a job classification on or after November 1, 2001, any such election shall be made no later than 30 days after the date of resumption of employment in such position. If no written election is made, the Employee shall participate in the MPI Plans. If the Employee elects (or is deemed to elect) to participate in the MPI Plans, participation shall commence on the date of resumption of such employment and the Employer shall commence making contributions as of such date.

(C) If such an election to participate in the Employer's plans is made, the Employee shall not be a Participant in the MPI Plans and shall not earn any Credited Hours with respect to employment by such Employer for any period during which the individual works under the Agreement for such Employer. In addition, no contributions shall be due to the MPI Plans by the Employer with respect to the periods described in the preceding sentence.

(D) The Employer shall retain all written elections and provide them to the MPI Plans upon request."

[57](4) (A) Application. Effective September 1, 2002, this paragraph (4) applies to each director of photography who

(i) on August 31, 2002, is a Controlling Employee, within the meaning of Exhibit A, Article II, Section 4, of a Controlled Employer that is signatory to the Television Commercials Production Contract, Northeast Corridor and Outer

[57] ADDED – Amendment XXXXI, August 28, 2002, effective September 1, 2002.

Region, between A.I.C.P. and I.A.T.S.E. #600 ("Contract"), or would be a Controlling Employee after August 31, 2002 were it not for this paragraph (4), and

(ii) has performed or in the future performs work for the Controlled Employer that is covered by the Contract. Any such individual described in this paragraph (A) shall be referred to as an "Excluded Person".

If any other Collective Bargaining Agreement covering directors of photography involved in commercial production provides that contributions to the MPI Plans are not due for Controlling Employees in a manner similar to the Contract, then the rules set forth in this paragraph (4) shall also apply to such Collective Bargaining Agreement, except that such rules shall be effective as of the date contributions cease for Controlling Employees under such Collective Bargaining Agreement (instead of September 1, 2002).

(B) Rules for Excluded Persons Not Working under other Collective Bargaining Agreements. Notwithstanding Section 1(a)(1), the following rules apply to each Excluded Person who has not performed work for the Controlled Employer under any Collective Bargaining Agreement other than the Contract.

First, such Excluded Person (whether or not he previously participated in the Plan) shall not be an Employee, Controlling Employee or Participant in the MPI Plans (as defined in paragraph (3) above) for the Controlled Employer on and after September 1, 2002 and shall not earn any Credited Hours, Compensation or allocation of contributions, with respect to the Controlled Employer on and after September 1, 2002.

Second, except for purposes of determining whether the individual is vested, the determination of whether the Excluded Person has a Break in Service or earns Vesting Hours shall be made by ignoring all employment for such Controlled Employer on and after September 1, 2002.

Third, the Controlled Employer shall not contribute on behalf of the Excluded Person on or after September 1, 2002, but shall continue to contribute on behalf of other Employees (and such other Employees are not impacted by this paragraph (4)). If the Excluded Employee later performs work under another Collective Bargaining Agreement, then the rules set forth in (C) below shall apply, on a prospective basis, beginning on the date such work first commences.

(C) Rules for Excluded Persons Working under other Collective Bargaining Agreements. The following rules apply to each Excluded Person who has performed work for the Controlled Employer under any Collective Bargaining Agreement other than the Contract.

First, the Excluded Person shall be an Employee, Participant, and a Controlling Employee in the MPI Plans with respect to such employment by the Controlled Employer.

Second, the Controlled Employer shall contribute on the Excluded Person's behalf under the Controlling Employee rules set forth in Exhibit A, Article II, Section 4, provided that with respect to periods on and after September 1, 2002, such contributions shall be made on the basis that the Excluded Person is not covered by the Contract.

Third, this paragraph (4) shall not impact in any way the obligation of the Controlled Employer to contribute on behalf of other Employees (and such other Employees are not impacted by this paragraph (4)).

(D) Employment for other Employers. This paragraph (4) shall not apply with respect to any work by the Excluded Person for an Employer that is not a Controlled Employer or for an Employer as to which the individual is not an Excluded Person.

[58](5) This paragraph (5) applies if a Sideletter (as defined below) provides that a particular Employee will participate in, and contributions will be made to, his or her home pension and health plans with respect to employment by a specified Employer on one or more specified projects (or all projects) in lieu of the MPI Plans (as defined in paragraph (3) above). In that case, then in accordance with and subject to the Sideletter, the particular Employee shall not be a Participant and shall not earn any Credited Hours, Compensation or allocation of contributions with respect to the Employee's employment by the specified Employer on the project(s) specified by the Sideletter. In addition, except for purposes of determining whether the Employee is vested, the determination of whether the Employee has a Break in Service or earns Vesting Hours shall be made by ignoring such employment. A Sideletter is a Collective Bargaining Agreement (an addendum thereto), together with any applicable employee election forms, that (i) is among the Employer and an I.A.T.S.E. local Union or a Basic Crafts local Union (that is a Union named in paragraph (2), (3), (4), (6) or (10) of the definition of "Union") and (ii) meets the conditions set forth in resolutions adopted by the Directors of the MPI Plans.

[59](6) This paragraph (6) applies to an employee who satisfies all of the following requirements

(i) the employee is in the labor pool in the United States, and

(ii) the employee is hired by the Employer in the United States to perform services in the United States in the Industry and

(iii) a Sideletter (as defined below) provides that the particular employee who would otherwise participate in, and have contributions made to, other pension and/or health plans (the "away plans") with respect to employment in the Industry by a specified employer pursuant to a

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[58] ADDED – Amendment XXXXV, April 23, 2003, effective May 1, 2003.
AMENDED – Amendment LI, March 25, 2004, retroactively effective September 22, 2003, Article 2, Section 1(a)(5).

[59] ADDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004.
AMENDED – Amendment LXV, December 21, 2005, effective December 21, 2005.
AMENDED – Amendment LXXXVI, February 27, 2014, effective April 1, 2014.

collective bargaining agreement on one or more specified projects (or all projects) will instead participate in one or more of the MPI Plans (as defined in paragraph (3) above) and

(iv) the Sideletter is approved by the Plan on or before March 31, 2014.

In that case, then in accordance with and subject to the Sideletter, the particular employee shall be an Employee and Participant hereunder and shall be eligible to receive allocations of Contributions and Credited Hours with respect to the Employee's employment by the specified employer on the project(s) specified in the Sideletter. In addition, the specified employer to said Sideletter will be considered an Employer party for the limited purpose of making contributions on behalf of such Employee(s) (and the union party shall be considered a Union party for this purpose). Notwithstanding Exhibit A to the Plan, said Employer will be required to contribute in the amounts and for the hours set forth in the Sideletter with respect to said Employee(s). Notwithstanding Section 1(a)(1), except for employee(s) specified in the Sideletter, no other employees of said Employer covered by the applicable collective bargaining agreement shall be Employees or Participants hereunder. A Sideletter is a collective bargaining agreement (or addendum thereto), together with any applicable employee election forms, that (i) is between the employer and an I.A.T.S.E. local union and (ii) meets the conditions set forth in resolutions adopted by the Directors of the MPI Plans. This paragraph (6) shall not apply to any employee who was not approved to have contributions made to the Plan under this provision on or before March 31, 2014.

(b) Rules Applicable to Nonaffiliate Employees Prior to October 28, 1990.

(1) Any Employee who works after April 30, 1979 in a job classification not covered by a Collective Bargaining Agreement, and any Participant whose status as an Employee within a unit covered by a Collective Bargaining Agreement is changed to a job classification that is not so covered, but which job classification has been designated for participation in this Plan (as set forth in Section 12 of Article I) by his Employer, shall on date of hire or change in job classification immediately be entitled to file an application for participation, provided that he files a proper application for participation in the Pension Plan containing the Employee's irrevocable authorization to his Employer (and any subsequent Employer which has designated its nonaffiliated Employees for participation) to make the required deductions from his compensation. Such application shall signify the Employee's agreement to be bound by the provisions of this Plan as herein set forth or hereafter amended. A Participant who on the Effective Date has a current application for participation in effect with the Pension Plan shall be deemed to have filed the required application with this Plan.

(2) An Employee who is required to file an application for participation and who does not file an application for participation at the time set forth above shall not become a Participant but such Employee may subsequently file such application and at such time shall become a Participant. An Employee who is required to file an application for participation and who does not file an application and a Participant who fails to file an irrevocable authorization when he is first entitled to become a Participant shall upon subsequently filing such application become a Participant but he shall not receive any Credited Hours or Vested Hours for work prior thereto during the period for which he did not file an application; provided, however, that these provisions shall not be applicable

during the period that any Employee fails to file such application because he is covered by a private retirement plan, to the extent the foregoing rules are modified by Article XV of the Pension Plan as in effect prior to October 28, 1990.

(c) Rules Applicable to Nonaffiliate Employees on and after October 28. 1990.

(1) Subject to subsection (d), on and after October 28, 1990, an Employee described in subsection (b) of this section shall be a Participant in this Plan unless he has elected in writing to not participate in this Plan (and the Pension Plan) and the Plan has received a copy of such election; provided that, the Directors may in their discretion authorize alternative procedures. Such election may be revoked as of the first day of any payroll period succeeding such revocation. Unless otherwise provided by the Directors, once participation has commenced on or after October 28, 1990, it shall continue so long as the Employee is employed (or reemployed) by his Employer in an eligible job classification.

(2) On or after October 28, 1990 an Employee shall receive no Credited Hours with respect to any period during which he elected not to participate in the Plan. The Employee's entitlement to Vested Hours shall be determined under Section 30 of Article I of the Plan.

[60](d) New Rules Applicable on August 3, 1992. In addition to the requirements set forth above, no Employee (other than an Employee who is already a Participant on August 2, 1992) shall become a Participant until the last day of the Computation Year in which he completes a Qualified Year (or, if earlier, the July 1 following the completion of the twelve month period, starting on the date the Employee earns his first Credited Hour, during which the Employee accumulates 400 Credited Hours). The preceding sentence shall not apply for purposes of Article III or Exhibit A.

Section 2. Break in Service

[61](a) A Participant who incurs a Break in Service and who at such time does not have a vested interest in his Individual Account shall permanently forfeit all prior Credited Hours, Vested Hours, Qualified Years and Vested Years if, and only if, the number of consecutive Computation Years (including the two which created the Break in Service) during each of which the Participant fails to accumulate four hundred (400) Vested Hours equals or exceeds the greater of (i) five or (ii) the number of the Participant's Vested Years completed prior to the Break in Service. Vested Years previously eliminated by a prior application of this paragraph shall not be counted for the purpose of applying the preceding sentence to a subsequent period. In addition, any Credited Hours, Vested Hours, Qualified Years and Vested Years forfeited or ignored under a prior application of this section (or any predecessor provision of this Plan) shall remain forfeited and ignored hereunder.

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[60] AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
ADDED – Amendment XXXVIII, February 27, 2002, retroactively effective August 3, 1992. (Sentence added at the end of Article II, Section 1(d).)

[61] AMENDED—Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

(b) The Individual Account of a Participant who incurs a Break in Service shall be maintained until the Participant's service is forfeited under subsection (a) above, at which time the balance in the Participant's Individual Account shall be forfeited.

[62]Section 3. Vested Interest

(a) A Participant shall have a vested interest in his accrued retirement benefit when he has been credited with ten (10) Vested Years; provided that, only five Vested Years shall be required to be vested in the case of a Participant who is credited on or after December 24, 1989 with 40 or more Credited Hours at a time when the Participant is not included within a unit covered by a collective bargaining agreement between an Employer and a Union.

(b) Notwithstanding subsection (a), any Participant who is credited with one or more Vested Hours on or after December 26, 1999, shall have a vested interest in his accrued retirement benefit when he has been credited with five (5) Vested Years. However, a Participant who incurs a Break in Service prior to completion of a Vested Hour on or after December 26, 1999, shall not vest under this subsection (b) until the date he meets both of the following conditions: (1) he earns one Vested Year after December 26, 1999, and (2) he is credited with five (5) Vested Years.

[63](c) Notwithstanding subsections (a) and (b), any Participant who is credited with one or more Credited Hours on or after August 1, 2000, shall have a vested interest in his accrued retirement benefit if he earned 400 Credited Hours in a single Computation Year. However, a Participant who incurs a Break in Service prior to completion of such a Credited Hour on or after August 1, 2000, shall not vest under this subsection (c) until he earns 400 Credited Hours in a single Computation Year beginning on or after December 26, 1999.

(d) A Participant who becomes vested as described in one of the preceding subsections, including one who later becomes a Break in Service Participant, shall be entitled to retire pursuant to the provisions of Article V, Section 1 and to receive a pension in an amount determined under Sections 2, 3, 4 or 5 or Article V, whichever is applicable.

[64]Section 4. Death

In the event a Participant dies prior to attaining his Benefit Commencement Date, the balance in a Participant's Individual Account shall be vested. If a Surviving Spouse Benefit under Article V, Section 6 is not payable, such balance shall be paid to the Participant's Beneficiary in a cash lump sum in accordance with Article VI, Section 1. Except as provided by Section 401(a)(9) of the Code (which is hereby incorporated by reference) and the regulations thereunder, any such cash lump sum shall be paid (1) within five years after the death of the Participant, if the Beneficiary is not the Participant's surviving spouse, and (2) no later than the end of the calendar year in which the Participant would have obtained age 70½, if the Beneficiary is the Participant's surviving spouse. See Article V, Section 6(d) for other applicable rules.

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[62] ADDED – Amended XI, December 18, 1996, retroactively effective December 24, 1989.
AMENDED – Amendment XIV, June 25, 1997, retroactively effective December 24, `989.
AMENDED – Amendment XXV, June 23, 1999, effective December 26, 1999.
AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.

[63] AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective January 1, 2001.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

[64] ADDED – Amendment XI, December 18, 1996, retroactively effective December 24, 1989.

[65]**Section 5. Reemployment of Retired Participant**

(a) Subject to Article V, Section 1, a Pensioner upon retirement under the Plan or Pension Plan shall be deemed to have resigned from the Industry. In the event that a Pensioner subsequently accepts reemployment in the Industry, such Pensioner shall be eligible to participate in this Plan only for a Computation Year during which he receives 870 or more Credited Hours (excluding hours prior to the date the Participant retired). If the Pensioner subsequently receives allocations pursuant to Article IV, Section 4 for any Computation Year ending before he attains age 66, such additional amounts allocated to the Pensioner's Individual Account shall be paid in a lump sum as soon as practicable after the allocations with respect to the Computation Year in which the Pensioner attains age 65 (or dies, if earlier) are completed. Any additional allocations under Article IV, Section 4 to the Pensioner with respect to Computation Years ending on or after the Pensioner attains age 66 shall be paid in a lump sum as soon as practicable after they are allocated under the Plan.

(b) Section 5(a) shall not apply to a Participant who retired on a Withdrawal Date pursuant to Article I, Section 10(b). In the event that such a Participant subsequently accepts reemployment in the Industry, such Participant shall continue to be eligible to participate in this Plan for a Computation Year during which he receives 400 or more Credited Hours (in the Computation Year in which the Early Withdrawal Date occurs, any Credited Hours earned during that Computation Year before the Early Withdrawal Date shall be counted). However, any additional benefits and allocations earned during reemployment shall be made by ignoring all Credited Hours and Qualified Years earned prior to the Break in Service. In addition, if such Participant earns additional benefits and subsequently meets the conditions for early retirement pursuant to Article I, Section 10(a) or (b), the Participant may retire again pursuant to Article V, Section 3.

[66]**Section 6. Special Rules For Employers With Nonaffiliate Employees**

(a) It is recognized that Section 401(a)(26) and Section 410(b) of the Code (the "New Participation Rules") applies to the Plan. This Section 6 implements certain rules to ensure that the Plan is not disqualified by virtue of the New Participation Rules. Unless the Directors provide otherwise, this Section 6 shall only apply to Employees who participate in the Plan by virtue of Section 1(b) of Article II (such Employees are hereinafter referred to as "Nonaffiliate Participants"). Unless the Directors provide otherwise, Participants who participate by virtue of Section 1(a) of Article II are not affected by this Section 6.

(b) The Directors shall determine which Employers have Nonaffiliate Participants. Each such Employer shall be referred to as a Nonaffiliate Employer. Each such Nonaffiliate Employer shall provide such information as is requested by the Plan (within time limits provided by the Plan) so that the Plan may determine if such Nonaffiliate Employer satisfies the New Participation Rules. If such information is not sufficient for the Plan to determine if the New Participation Rules are met, additional information may be required or the Plan may provide that

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AMENDED – Amendment XXXII, December 20, 2000, effective January 1, 2001.

[65] AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
Section 2 is AMENDED in its entirety, Amendment XXXXVII, August 27, 2003, retroactively effective October 23, 2002.

[66] AMENDED – Amendment XXXI, August 23, 2000, retroactively effective December 21, 1997.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

such Nonaffiliate Employer and its Nonaffiliate Participants shall be covered by the provisions of Section 6(d) of this Article II.

(c) Except as provided by Section 6(d) of this Article II, Nonaffiliate Employers shall continue to make Employer Contributions with respect to Credited Hours of Nonaffiliate Participants which are accrued or which would have accrued were it not for the next sentence. Every Nonaffiliate Participant of a Nonaffiliate Employer shall accrue no additional Credited Hours or benefits (except for allocations of Trust earnings pursuant to Section 3 of Article IV) under the Plan on or after the beginning of a Computation Year, except as provided in the following sentence. If the Directors subsequently determine that the Nonaffiliate Employer satisfies the New Participation Rules, the preceding sentence shall not apply to the Nonaffiliate Participants of such Nonaffiliate Employer.

(d) If the Directors cannot determine that a Nonaffiliate Employer satisfies the New Participation Rules, its Nonaffiliate Participants will no longer continue to participate in the Plan on or after the beginning of the applicable Computation Year and no new Nonaffiliate Employees may commence participation. Each Nonaffiliate Participant of such a Nonaffiliate Employer shall accrue no additional Credited Hours or benefits under the Plan (except for allocations of Trust earnings pursuant to Section 3 of Article IV) on or after the beginning of the applicable Computation Year. Nonaffiliate Employers shall not be required to make Employer Contributions on behalf of Nonaffiliate Participants with regard to hours on or after the date the Directors determine the Nonaffiliate Employer does not meet the New Participation Rules. However, until such time as the Nonaffiliate Employer provides all of the information described in Section 6(b) and the Plan is able to make such a determination, the Nonaffiliate Employer shall be liable for all Employer Contributions (as if the Employer met the New Participation Rules), Employer Contributions made with respect to hours of Nonaffiliate Participants on or after the beginning of the applicable Computation Year shall be returned to such Nonaffiliate Employer (without interest) if the Plan determines the Nonaffiliate Employer fails to meet the New Participation Rules.

(e) This Section 6 shall not cause any Employee's accrued benefit or Credited Hours under the Plan to be less than what such Employee had accrued as of the end of the prior Computation Year.

(f) This Section 6 shall be reapplied each Computation Year except to the extent provided by the Directors. Accordingly, accruals of Nonaffiliate Participants shall cease as of the beginning of each new Computation Year unless or until the Directors determine otherwise.

(g) The Directors or their delegates shall have the authority to make any and all decisions necessary to ensure that the Plan is not disqualified by virtue of the New Participation Rules including, without limitation, (i) taking any steps necessary to ensure that benefit increases given to former employees do not violate the New Participation Rules, (ii) applying this Section 6 with regard to any “current benefit structure” as defined under the New Participation Rules, (iii) applying this Section 6 only with regard to Nonaffiliate Participants who are highly compensated employees, within the meaning of Section 414(q) of the Code, (iv) setting time limits for Employers to respond to any elections or requests under this Section 6, and/or (v) requiring a transfer of assets and liabilities with respect to the Nonaffiliate Participants of any Nonaffiliate Employer.

(h) For purposes of determining whether the Plan meets the New Participation Rules, the Plan will utilize certain procedures set forth in IRS Revenue Procedure 93-42, including the following:

(1) The Plan will monitor compliance with the New Participation Rules by requesting certain certifications from each Nonaffiliate Employer to obtain from each such Employer appropriate information (as determined by the Directors) substantiating that the Nonaffiliate Employees of such Employer comply with the New Participation Rules. Such certifications may be made based on substantiation from quality data. The Directors can require different types of certifications for different Employers based on the types of Nonaffiliate Employees and the types of Nonaffiliate Employers.

(2) The Plan shall use a three-year testing cycle. In the second and third years of the testing cycle, the Plan shall send each Nonaffiliate Employer a letter asking the Nonaffiliate Employer to certify that the Employer reasonably concludes that there are no significant changes subsequent to the last certification dealing with the Employer's workforce or compensation practices.

(3) Employers may determine whether they meet the New Participation rules by use of snapshot testing and may, if permitted by the Internal Revenue Service, determine who is a highly compensated employee ("HCE") as of a snapshot date.

(4) (A) Employer. For purposes of determining who is an HCE, compensation means compensation as defined in Section 5(c) of Article IV.

(B) A Highly Compensated Employee is an employee of the Employer who performs service for the Employer during the Plan Year and who:

(i) during the prior Plan Year received compensation from the Employer in excess of $80,000 (as adjusted under §414(q) of the Code) and, if the Employer so elects, was a member of the top-paid group (the top 20% of employees when ranked on the basis of compensation) for that year; or

(ii) is a 5% owner of the Employer at any time during the current or prior Plan Year.

For purposes of (B)(i) above, the Employer may elect to substitute the calendar year beginning in the prior Plan Year for the prior Plan Year. If this election is made, it shall apply for all years.

(C) A highly compensated former Participant is an employee who separated from service (or was deemed to have separated) before the Plan Year, performs no service for the Employer during the Plan Year, and was a highly compensated active employee either for the separation year or for any Plan Year ending on or after the individual's 55th birthday.

(D) The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top-paid group, the number of employees treated as officers and the compensation that is

considered, will be made in accordance with §414(q) of the Code and the regulations thereunder.

(5) Nonaffiliate Employers may apply different elections for determining whether they comply with the New Participation Rules. Thus, if permitted by the Directors, a Nonaffiliate Employer need not use snapshot testing and may make different elections under paragraph (4)(B) above.

(i) This Section 6 shall apply notwithstanding any other provisions of the Plan to the contrary.

[67]Section 7. NABET Merger Benefits

(a) On October 1, 1992, the Association of Film Craftsmen NABET Local 531 ("Local 531") entered into a merger agreement with the International Alliance of Theatrical Stage Employes, AFL-CIO. Because of the unique circumstances surrounding this merger, this section provides certain benefits to certain Participants who are affected by this merger.

(b) A Participant will only be entitled to the benefits of this section if he meets the following two criteria:

(1) He has "earnings" (as described below) in each of the five calendar years between 1987 through 1991, inclusive; and

(2) He has at least $8,000 of "earnings" (as described below) in each of four calendar years between 1987 through 1991, inclusive.

For this purpose, "earnings" shall mean the earnings reported to the Film Producers/Film Craftsman Pension Plan ("NABET Plan") administrator with respect to such years, as conclusively evidenced by documentation sent from the NABET Plan administrator to this Plan prior to May 1, 1994.

(c) A Participant described in subsection (b) shall be credited, as of July 1, 1994, with a Vesting Year for each Plan Year ending in December, 1987 through December, 1991 (but only to the extent such individual does not already have a Vesting Year with respect to that year). Such additional service shall not count for any other purpose under this Plan.

[68]Section 8. Military Service

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with §414(u) of the Code. In the case of a Participant who dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits because of death, including vesting and survivor benefits contingent on termination of employment (but not benefit accruals relating to the period of qualified military service), that would have been provided under

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67 ADDED – Amendment V, June 29, 1994, effective July, 1994.

68 ADDED – Amendment XXXI, August 23, 2000, retroactively effective December 12, 1994.
AMENDED – Amendment LXXX, October 28,2010, retroactively effective January 1,2007.

the Plan had the Participant resumed employment and then terminated employment on account of death. An individual receiving a "differential wage payment," as defined in Section 3401(h) of the Code, is treated as an employee of the employer making the payment and the differential wage payment is treated as compensation for purposes of Code requirements applicable to the Plan but not for purposes of determining benefits and contributions under the Plan.

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ARTICLE III

CONTRIBUTIONS TO THE FUND

Section 1. Employer Contributions

Commencing August 1, 1979, each Employer on behalf of Participants employed by it, shall contribute to the Fund a sum measured by the appropriate subdivision of said Exhibit A, which is applicable to each such Participant of the Employer. In the event that the Collective Bargaining Agreements hereafter made between the Employers and the Unions shall require a different rate of contribution than that specified in the appropriate subdivision of Exhibit A then as to such Employers and Participants affected by such agreements, such subdivision of Exhibit A shall, as of the effective date specified in such Collective Bargaining Agreements, be deemed amended to specify the rate of contribution required by such Collective Bargaining Agreements.

The parties, or any of them, to any such above-described amendment shall give written notice to the Directors of such amendment and its effective date. No such amendment shall have any force or effect unless such notice be given within six (6) months after such amendment agreement is made and within six (6) months after the termination date specified in Section 2 of this Article as and if extended.

Payment by an Employer of the contributions required by this Section shall completely discharge such Employer's financial obligations under this Plan and its Collective Bargaining Agreements with reference to this Plan, except as provided by Article III, Section 4.

Section 2. Period of Employer Contributions

Such contributions shall continue, as set forth in Section 1 of this Article, until the date specified in the appropriate subdivision of said Exhibit A unless the present Collective Bargaining Agreement between the particular Employer and Union affected is extended under its terms or by operation of law, in which case the termination date so specified in Exhibit A with respect to such Employer and the Employees affected by such Agreement shall be correspondingly extended or unless such termination date is hereafter extended by the particular Employer and Union affected, in which case the period of contribution of the Employer so extending such date shall be deemed to be extended with respect to the Employees affected by such extension agreement, but no Employer or Union not a party to such an Agreement shall be in any way affected thereby.

The parties, or any of them, to any such above-described extension shall give written notice to the Directors of such extension. No such extension shall have any force or effect unless such notice be given within six (6) months after the termination date so extended.

[69]Section 3. Mode of Payment

All contributions of the Employer under Section 1 of this Article shall be payable to the Trustee of the Motion Picture Industry Individual Account Trust and shall be payable weekly by each Employer. Each contribution shall be deemed due and owing at the end of such period and shall be paid within ten (10) working days after the end of such period. The Directors may, by resolution duly adopted, provide for payment with respect to any Employer or Employers upon a different periodic basis satisfactory to the Employer or Employers concerned.

[70]Section 4. Default in Payment

(a) The failure of an Employer to pay the contributions required hereunder at the times and in the manner herein specified shall constitute a violation of such Employer's obligations hereunder. All contributions are due on a weekly basis, and shall be deemed due and owing as of the end of each payroll week. For the purposes of this provision, the close of each payroll week is considered to be midnight every Saturday. The failure of an Employer to pay the contributions as required hereunder within ten (10) working days after the end of the payroll week shall constitute a violation of such Employer's obligation hereunder, and shall subject the Employer to such remedies as are herein specified, in addition to remedies which the Directors may determine and establish by resolution. Nonpayment by an Employer of any contributions as herein provided shall not relieve any other Employer of its obligation to make payment of its required contributions.

(b) The provisions of this Section shall be equally applicable to contributions required to be made to the Plan under Article XIX (Post '60 Theatrical Motion Pictures) and Article XXVIII (Supplemental Markets) of the I.A.T.S.E. Basic Agreement and to contributions required under any analogous provisions of any other collective bargaining agreement between any Employer party and any Union party to this Plan, except that interest on delinquent contributions due under said provisions shall be at the rate of one percent (1%) per month, commencing ten (10) business days after the Plan gives written notice of the delinquency to the Employer and continuing to the date when payment is made.

(c) In the event of a default in payment of the Employer's contributions, interest shall be charged on the amount of such contributions from the date when payment was due to the date when payment is made; provided, however, that with respect to Post '60s and Supplemental Markets contributions, interest shall begin to run ten (10) business days after the Plan gives written notice of the delinquency to the Employer. Except as otherwise expressly provided herein, the legal rate of interest so charged shall be determined from time to time by resolution of the Directors. Any interest payments required under this Section shall be in addition to any liquidated damages assessed pursuant to other parts of this Section.

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[69] AMENDED – Amendment LXXII, December 17, 2009, effective January 1, 2010.

[70] AMENDED – Amendment I, effective August 30, 1993.
AMENDED – Amendment LXXII, December 17, 2009, effective January 1, 2010. (Section 4(a) was changed.)

(d) The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust is essential to the maintenance of the Plan, and it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust and to the Plan which would result from the failure of an individual Employer to pay such contributions in full within the time provided above. In accordance with Section 502(g)(2) of ERISA, the amount of damage to the Trust and the Plan resulting from such failure shall be presumed to be the greater of: 1) twenty percent (20%) of the amount of contributions due; or 2) the amount of interest due under the above provisions of this Section on the date when payment is made. Any such liquidated damages which may become due under this Section shall be in addition to any interest due under this Section and shall also be in addition to said delinquent contribution or contributions. Said liquidated damages shall become due and owing five (5) working days after receipt of notice of delinquency from the Plan. For purposes of this Section, notice of delinquency shall be deemed received by the Employer three (3) days after the notice is mailed to the last known address of the Employer. It shall be the responsibility of the Employer to notify the Plan of any change of address. Notwithstanding the foregoing, with respect to Supplemental Market and Post '60s contributions only, liquidated damages shall become due and owing ten (10) business days after receipt of written notice from the Plan of the Employer's delinquency and no liquidated damages shall be charged if the delinquent contributions and interest are paid prior to the commencement of an action in court to collect such contributions. The Board of Directors may waive payment of said liquidated damages or any portion thereof in any particular case upon good cause satisfactory to the Directors being established.

[71](e) The Directors may take any action necessary to enforce the provisions of this Agreement payment of the contributions due hereunder, including but not limited to the right to sue any Employer in any court of competent jurisdiction for the payment of any monies determined by the Directors to be owed to the Plan, in which event the delinquent Employer shall be liable to the Trust Plan for all expenses of enforcement and/or collection thereof, including all costs incurred in connection therewith, including but not limited to, all reasonable accountant's fees, auditor's fees, attorney's fees and costs and collection agency fees incurred in connection therewith. In any such action or proceeding, the Employer, in addition to any other sums claimed by the Directors to be owed shall likewise be liable for interest and liquidated damages in accordance with the provisions hereinabove specified as provided in this Agreement.

[72](f) (1) In addition to all rights of enforcement anywhere in this Plan, or given by law, in the event of a violation of an Employer=s obligation under this Plan as stated above which continues for twenty-one (21) days after the date of mailing of written notice of such violation and intent to terminate, the Directors may terminate the status of such Employer as a party. Upon such termination such Employer shall forthwith cease to be an Employer under the provisions of this Plan or a party hereto in any way thereafter. No Employer as defined in Section 12 of Article I hereof whose status as a party hereto has been so terminated, shall be eligible to become again a party hereto except upon such terms as the Directors may require, including but not limited, to payment of all past obligations hereunder, and upon such terms as to security for future obligations

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[71] Section AMENDED – Amendment LV, November 3, 2004.
[72] REPLACED – Amendment LX, December 20, 2004. (Section (f) was replaced in its entirety.)

hereunder, including but not limited to a bond or bonds for performance of such future obligations, as the Directors may require. Nothing herein shall be construed as requiring the Directors to agree that a party having been terminated shall become an Employer again. Any such termination of the status of an Employer as a party hereto shall not relieve such Employer from liability for any losses to the Plan, all costs and expenses incurred in the collection of same, interest and liquidated damages as herein provided.

(2) In addition to all rights of enforcement anywhere in this Plan, or given by law, in the event the Directors determine that an Employer has engaged in intentional or grossly negligent practices which are inconsistent with or detrimental to the purposes for which the Plan is established and maintained, including but not limited to the reporting of Employees whose hours cannot be substantiated, the Directors, in the sole and exclusive exercise of their discretion, may terminate the status of such Employer as a party upon written notice to Employer. Said termination shall be effective 21 days after the date of mailing of the written notice of the Directors= determination. No Employer as defined in Section 12 of Article I hereof whose status as a party hereto has been so terminated, shall be eligible to become again a party hereto except upon such terms as the Directors may require, including but not limited to, payment of all past obligations hereunder. Nothing herein shall be construed as requiring the Directors to agree that a party having been terminated shall become an Employer again. Any termination of the status of an Employer as a party hereto shall not relieve such Employer from liability for any loss to the Plan incurred as a result of the Employer's conduct, as well as all costs and expenses, including attorneys' fees incurred in the collection of same.

(g) The Directors shall have the authority to require Employers party to this Plan to maintain and disseminate, at the cost of such Employers, data and information concerning Employer obligations hereunder to the Directors, to their agent or agents, to Employees, and to Unions party to this Plan, or to any or all of them, as the Directors may determine by resolution. Any additional expenses incurred by the Plan due to late receipt of any required data or information required of the Employer hereunder shall be reimbursed by the Employer or Employers on a pro rata basis. Any such Employer who has not so reimbursed the Plan within twenty-one (21) days after the date of mailing of a written demand for such reimbursement shall be subject to all of the enforcement provisions of this Section; provided, however, that the Directors may waive payment of any of said liquidated damages in any particular case upon good cause satisfactory to the Directors being established.

[73](h) Notwithstanding any other provision of this Section, if it is determined that delinquent contributions required to be made to the Plan under Article XIX (Post ‘60s Theatrical Motion Picture) and Article XXVIII (Supplemental Markets) of the I.A.T.S.E. Basic Agreement or to contributions required under analogous provisions of any other collective bargaining agreement between an Employer and Union to this Plan are due pursuant to a special audit conducted after submission of a Late Application to Prorate, interest shall be charged on the amount of such contributions from the date when payment was due to the date when payment is made.

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[73] Section ADDED – Amendment XVII, December 17, 1997, effective January 1, 1998.

[74]**Section 5. Report on Contributions**

(a) The Employers shall make such reports and statements to the Directors with respect to the amount and calculation of any and all contributions as the Directors may deem necessary or desirable. The Directors may, at reasonable times and during normal business hours of any Employer, audit or cause the audit or an inspection of the records of any Employer which may be pertinent in connection with the said Contributions and/or reports and insofar as same may be necessary to accomplish the purposes of this Plan. Should any such audit or inspection disclose a delinquency, underpayment, or other erroneous reporting, the cost of the audit or inspection shall be borne by the Employer.

(b) In the event the Employer fails to make records available for audit or an inspection, the Directors may take any action necessary, including the right to sue the Employer in any court of competent jurisdiction, to compel the production of such records in which event the Employer shall be liable for all expenses of enforcement, including but not limited to, all reasonable accountants' fees, auditors' fees, attorneys' fees and costs incurred in connection therewith, in addition to any delinquent contributions, liquidated damages, interest, attorneys' fees and costs, whether or not the audit or inspection identifies delinquent contributions. The Directors may waive any or all expenses of enforcement upon good cause satisfactory to the Directors being established.

(c) If the Directors determine that, as a result of hours improperly or erroneously reported by an Employer on behalf of any individual, or that for any other reason, such individual obtains benefits to which he or she would not otherwise be entitled, the Directors may take any action necessary to recover the amount of such benefits, including the right to sue any Employer and/or individual in any court of competent jurisdiction, in which event the Employer and/or individual shall be liable to the Plan for all expenses of collection thereof including all costs incurred in connection therewith, including but not limited to, all reasonable auditor's fees and attorney's fees, incurred in connection therewith.

In any such action, the Directors may determine the Employer and individual jointly and severally liable for the amount of overpaid benefits, whereupon they shall be jointly and severally liable for interest to be calculated from the date such overpayment was made through such later date upon which actual payment occurs. The rate of interest so charged shall be determined from time to time by resolution of the Directors.

In exercising their discretion to recover claims for benefit overpayments and related damages, the Directors may waive the payment of the claim or any portion thereof in any particular case upon good cause satisfactory to the Directors being established.

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[74] AMENDED – Amendment XXIV, April 28, 1999, retroactively effective April 1, 1999.
REPLACED – Amendment XXXIX, June 26, 2002. (Section replaced in its entirety, effective 6/26/02)
REPLACED – Amendment LV, November 3, 2004. (Section replaced in its entirety.)

(d) In the event that the records of the Employer or the Plan indicate that any work performed by an Employee (whether or not for that Employer) in an audit period has been covered by a Collective Bargaining Agreement, the Directors may determine in their sole discretion for any Employer the amount of work performed for that Employer by the Employee and that some or all of the work performed by that Employee in that audit period is covered by a Collective Bargaining Agreement unless the Employer produces records adequately documenting to the satisfaction of the Directors (in their sole discretion) the extent of covered services performed. In the absence of adequately substantiating records of the Employer, the Directors may, based on other evidence or the facts of the particular case, also determine in their sole discretion that no contributions are due.

(e) In the event that an Employer shall erroneously make any contributions based upon a mistake of fact, said Contributions shall not be recoverable by the Employer unless the Employer notifies the Administrative Director for the Plan in writing of the mistaken payment within two (2) years of the date on which said mistaken payment was received by the Plan. This two-year limitation shall not be applicable to contributions made under the Supplemental Markets or Post '60s provisions of any collective bargaining agreement between the Employer and any Union party herein; said contributions may be returned within the period of six (6) months, which begins the date the controversy about the interpretation of the Supplemental Markets or Post '60s provisions of the Collective Bargaining Agreement is finally resolved by negotiated settlement, arbitration or litigation, whichever is applicable.

Section 6. New Employers

An Employer which becomes a party hereto shall make such contributions at such rates (such rates must form a consistent pattern, by comparison of paid hours, with obligations to make contributions of present Employers) and for such periods as may be required by and under the Collective Bargaining Agreement by which such Employer is required to become a party hereto. Nothing in the provisions of Sections 1, 2, 3, or 4 of this Article shall be construed as requiring an Employer, as contemplated under this Section 6, to make any retroactive contributions other than as may be specifically contained in the Collective Bargaining Agreement relating to such Employer. Upon the execution of a Collective Bargaining Agreement requiring contributions to this Plan whereby the Employer is required to become a party hereto, either such Employer or any Union party to such Collective Bargaining Agreement shall file an executed copy or a true copy of such agreement with the Directors and the Directors shall be entitled to treat the copy so filed as determining the obligation of the Employer to make contributions under the Plan.

Section 7. Designated Groups of Employees

An Employer which designates (and receives approval of the Directors), pursuant to the provisions of Section 12 of Article I, as eligible Employees under this Plan, a group of its employees who are not within any unit covered by a collective bargaining agreement to which the Employer is a party, to become eligible Employees hereunder, shall make such contributions at such rates (such rates must form a consistent pattern, by comparison of paid hours, with the obligations to make contributions of such Employer) and for such periods as may be required by the Directors; provided, however, that as to groups of employees designated, the Directors may not require an Employer to make any retroactive contributions prior to the effective date of the first applicable Collective Bargaining Agreement between such Employer and any Union which provides for contributions to this Plan as herein provided. This Section 7 is subject to the provisions of Article I, Section 12(c).

ARTICLE IV

ALLOCATIONS TO PARTICIPANTS' INDIVIDUAL ACCOUNTS

[75]Section 1. Participant's Individual Accounts

A Participant's Individual Account shall be opened and maintained in the name of each Participant and such account shall be credited with the amounts, if any, allocated to such Participant as set forth in Sections 3 and 4 of this Article IV.

Section 2. Accounts in General

The total amounts credited to each Participant's Individual Account shall represent each Participant's share of the Trust as of such date and such share shall constitute the sole source of such Participant's benefits hereunder; provided, however, that the allocations provided herein shall not vest in any Participant any right, title or interest in the Trust, except to the extent, at the time or times, and upon the terms and conditions set forth herein. Neither the Employers, the Trustee, nor the Directors to any extent warrants, guarantees or represents that the value of any Participant's Individual Account at any time will equal or exceed the amount previously allocated or contributed thereto.

[76]Section 3. Annual Evaluation of Accounts

(a) As of each Allocation Date, the Directors shall determine the fair market value of the Trust assets and shall determine the net increase or decrease in such value compared to the value of such assets allocated to Participants' Individual Accounts on the preceding Allocation Date, other than Individual Accounts of Participants who retired or died during the Plan Year, attributable to realized gain or loss from the sale or exchange of Trust assets, earnings from investment of Trust assets and unrealized appreciation or depreciation less investment expenses.

(b) For the purpose of determining the total increase or decrease in value during the Plan Year ending on such Allocation Date, there shall be subtracted from the fair market value of Trust assets on the Allocation Date the following amounts:

(1) The amounts, if any, not distributed on or before the Allocation Date from the Individual Accounts of those Participants who retired or died during the Plan Year; and

(2) The total amount allocated to Participants' Individual Accounts as of the preceding Allocation Date other than Individual Accounts of Participants who retired or died during the Plan Year; and

(3) The total Employer contributions received by the Trust during the Plan Year ending on such Allocation Date (net of administrative expenses) reduced by the Applicable Contributions (as described in Article VI, Section 1(a)(2)) distributed

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[75] AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.
[76] AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

during the Plan Year to those Participants who retired or died during the Plan Year.

(c) Such total increase or decrease in value during the Plan Year shall be allocated between Participants' Individual Accounts on the preceding Allocation Date, other than Individual Accounts of Participants who retired or died during the Plan Year, and Employer contributions received during the Plan Year in the proportion, which

(1) the total amount allocated to Participants' Individual Accounts as of the preceding Allocation Date other than Individual Accounts of Participants who retired or died during the Plan Year, bears to,

(2) the weighted average of the total Employer contributions received by the Trust during such Plan Year. For this purpose, the weighted average of Employer contributions shall be determined by multiplying the Employer contributions received in January by 11/12, the Employer contributions received in February by 10/12, and similarly for each other month in the Plan Year with the month of December being multiplied by 0/12; and the resulting amounts for each month of the Plan Year shall be aggregated to ascertain the weighted average of Employer contributions for such Plan Year.

(d) The increase or decrease in value allocated under subsection (c) above to Participants' Individual Accounts on the preceding Allocation Date, other than Individual Accounts of Participants who retired or died during the Plan Year, shall be allocated to such Accounts in the ratio which each such Participants' Individual Account bears to the aggregate amount of all such Participants' Individual Accounts.

(e) The increase or decrease in value allocated under subsection (c) above to Employer contributions received by the Trust during the Plan Year shall be added to such Employer contributions and allocated in accordance with the provisions of Article IV, Section 4.

(f) The allocation required by this Section shall be the first allocation made on each Allocation Date.

(g) Notwithstanding the other subsections of this Section, the following rules shall apply for purposes of the allocations under this Section.

(1) In the case of a Participant's death, the Participant shall not be deemed to die until the date on which distributions to his or her Beneficiary commence so that the Participant's Individual Account shall receive additional allocations under this Section through the end of the Plan Year (or calendar quarter) immediately preceding the Plan Year (or calendar quarter) in which distributions to the Beneficiary commence.

[77](2) In the case of a Participant entitled to a Disability Benefit, the Participant shall not be deemed to retire until the date the Social Security Administration issues the disability award to the Participant, or a physician certificate described in Article IV, Section 5(b)(2) of the Pension Plan is provided.

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[77] AMENDED – Amendment XXXXI August 28, 2002, retroactively effective June 26, 2002.

(3) A Participant receiving benefits pursuant to Article IV, Section 4(b) shall be deemed to retire in the Plan Year in which distributions commence under Article IV, Section 4(b).

(4) A Pensioner who is reemployed in the Industry and receives additional allocations under Article II, Section 5 for Plan Years ending before he attains age 66 shall not receive allocations under this Section with respect to the Plan Year in which he retires or the Plan Year in which such additional allocations are distributed. A Pensioner who receives additional allocations under Article II, Section 5 for the Plan Year ending on or after he attains age 66 shall not receive any allocations under this Section.

(h) (1) The Individual Account of each Participant whose Benefit Commencement Date occurs or Beneficiary whose death occurs between April 1 and December 31 of a Plan Year shall be adjusted to reflect the Participant's pro rata portion of the total realized gain or loss from the sale or exchange of Trust assets, earnings from investment of Trust assets, and unrealized appreciation or depreciation less investment expenses for the period between the preceding Allocation Date and the last day of the calendar quarter prior to the Benefit Commencement Date or death (the "Adjustment Period"). Such adjustment shall be made in a manner consistent with subsections (a) through (c) and (g), except that references to "Allocation Date" (other than references to a "preceding Allocation Date") shall be replaced with the last day of each Adjustment Period (i.e., each March 31, June 30, and September 30) and references to "Plan Year" shall be replaced with "Adjustment Period."

(2) Each Participant entitled to an adjustment under subsection (h)(1) shall receive an allocation to his Individual Account in the ratio that such Participant's Individual Account bears to the aggregate amount of the Individual Accounts of all Participants other than those Participants who retired or died during the Adjustment Period.

[78]**Section 4. Allocation of Contributions**

[79](a) [80](1) (A) As of each Allocation Date, the sum of the following (reduced by administrative expenses paid during the Plan Year) shall be allocated under this Section 4: (i) the $0.305 Employer contributions received during the Computation Year ending immediately prior to the Allocation Date ("Applicable Computation Year"), (ii) the percent of Compensation Employer contributions (excluding Applicable Contributions, defined by Article VI, Section 1(a)(3)) accrued for the Applicable Computation Year, (iii) the Excess Amount (as determined in (a)(3)(C) below) attributable to the Plan Year ending on the Allocation Date, (iv) all forfeitures (regardless of the type of Employer

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[78] AMENDED – Amendment X, June 26, 1996, retroactively effective December 22, 1995.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

[79] DELETED/ADDED – Amendment XXI, October 28, 1998, retroactively effective October 22, 1997. (Section 4(a)(4) is deleted and replaced with Sections 4(a)(4) and 4 (a)(5).)
AMENDED – Amendment XXIII, December 16, 1998, retroactively effective October 22, 1997. (Sections 4(a)(3)-(4) are amended.
AMENDED – Amendment XXXI, August 23, 2000, retroactively effective December 23, 1990, the third sentence of Article IV, Section 4 (which subsequently became Section 4(a)(1) is amended.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

[80] AMENDED – Amendment XXXXVII, August 27, 2003, retroactively effective October 23, 2002.

contributions from which they are attributable) attributable to the Applicable Computation Year, and (v) amounts allocated from Article IV, Section 3(e) to Employer contributions. Notwithstanding the foregoing, the Plan Office may implement different rules (including changing one or more of the preceding amounts so that it is calculated on a receipts basis, accrual basis, Plan Year basis and/or Applicable Computation Year basis) to calculate the amount to be allocated under this Section 4 on a prospective basis.

(B) Such amounts shall be allocated as of such current Allocation Date to Participants' Individual Accounts of each Participant or Pensioner who is an Eligible Participant for the Applicable Computation Year. Participants who are not Eligible Participants shall not receive an allocation pursuant to Section 4. Except as provided in this paragraph (B), an Eligible Participant shall mean (i) a Participant (excluding Pensioners) who earned a Qualified Year for the Applicable Computation Year or (ii) a Pensioner who earns at least 870 Credited Hours during the Applicable Computation Year. However, a Participant who retires during a Computation Year and becomes a Pensioner (including a person who earned a Qualified Year before he retired) shall not be an Eligible Participant or receive such an allocation unless such person earns at least 870 Credited Hours during the Applicable Computation Year, excluding Credited Hours prior to the Benefit Commencement Date. In addition, a Participant or Pensioner who dies during the Applicable Computation Year shall not be an Eligible Participant or receive any such allocation under this Section 4 for that Plan Year.

(C) Whether or not a Pensioner is an Eligible Participant in the Applicable Computation Year in which he retires, any Credited Hours earned during that Applicable Computation Year before the Benefit Commencement Date shall be ignored under this Section 4 for all purposes, including allocations in the current year and all future years. In the case of any Participant who elects to retire on a Withdrawal Date pursuant to Article I, Section 10(b) (this subsection allows a Break in Service Participant who is not vested in the Pension Plan to retire), all Credited Hours and Qualified Years earned prior to the Break in Service shall be ignored for purposes of any later allocations under this Section 4."

[81](2) (A) First, each Eligible Participant shall receive an allocation equal to a percentage of such Eligible Participant's Compensation (excluding Compensation described in paragraphs (B), (C), (D) or (E) below) during the Applicable Computation Year as follows:

(i) 1% of such Compensation for each Credited Hour during the period commencing August 4, 1996, to and including March 28, 1998,

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[81] AMENDED – Amendment XI, December 18, 1996, retroactively effective August 1, 1996.
AMENDED – Amendment XV, October 22, 1997, retroactively effective August 3, 1997.
AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
AMENDED – Amendment XXXVII, December 19, 2001
Section 4(a)(2) is AMENDED – Amendment XXXXVI, May 23, 2003, effective August 3, 2003.

(ii) 2% of such Compensation for each Credited Hour during the period commencing March 29, 1998, to and including May 29, 1999, and

(iii) 3% of such Compensation for each Credited Hour during the period commencing May 30, 1999, to and including August 4, 2001,

(iv) 3.5% of such Compensation for each Credited Hour during the period commencing August 5, 2001 to and including August 3, 2002,

(v) 4% of such Compensation for each Credited Hour during the period commencing August 4, 2002, to and including July 31, 2004,

(vi) 4.5% of such Compensation for each Credited Hour during the period commencing August 1, 2004, to and including July 30, 2005,

(vii) 5% of such Compensation for each Credited Hour during the period commencing July 31, 2005, to and including July 31, 2006.

[82](B) Each Eligible Participant who earns Compensation under the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement shall receive an allocation equal to a percentage of such Compensation during the Applicable Computation Year as follows:

(i) 1% of such Compensation for each Credited Hour during the period commencing September 29, 1996 to and including May 30, 1998,

(ii) 2% of such Compensation for each Credited Hour during the period commencing May 31, 1998 to and including July 31, 1999,

(iii) 3% of such Compensation for each Credited Hour during the period commencing August 1, 1999 to and including September 29, 2001,

(iv) 3.5% of such Compensation for each Credited Hour during the period commencing September 30, 2001, to and including September 28, 2002,

(v) 4% of such Compensation for each Credited Hour during the period commencing September 29, 2002, to and including November 27, 2004,

(vi) 4.5% of such Compensation for each Credited Hour during the period commencing November 28, 2004, to and including December 3, 2005, and 5% of such Compensation for each Credited Hour during the period commencing December 4, 2005, to and including September 30, 2006.

(C) Each Eligible Participant who earns Compensation under the A.I.C.P.-I.A.T.S.E. Television Commercial Agreement shall receive an allocation equal to a percentage of such Compensation during the Applicable Computation Year as follows:

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[82] AMENDED – Amendment XXXXVIII, October 22, 2003, effective August 3, 2003.

(i) 1% of such Compensation for each Credited Hour during the period commencing November 1, 1996 to and including May 30, 1998,

(ii) 2% of such Compensation for each Credited Hour during the period commencing May 31, 1998 to and including July 31, 1999,

(iii) 3% of such Compensation for each Credited Hour during the period commencing August 1, 1999 to and including August 4, 2001,

(iv) 3.5% of such Compensation for each Credited Hour during the period commencing August 5, 2001 to and including August 3, 2002,

(v) 4% of such Compensation for each Credited Hour during the period commencing August 4, 2002, and

(vi) any negotiated percentage subsequent to July 31, 2003 as may be reflected in paragraph (A) shall also apply under this paragraph (C) as of the same date and amount as set forth in paragraph (A).

[83](D) This paragraph describes Eligible Participants who earn Compensation under the Collective Bargaining Agreements with the Operative Plasterers and Cement Finishers' International Association of United States and Canada, Local #755; the Studio Utility Employees, Local #724; the International Brotherhood of Electrical Workers, Local #40; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78; or the International Brotherhood of Teamsters, Local #399. Each such Eligible Participant shall receive an allocation equal to a percentage of such Compensation during the Applicable Computation Year as follows (or such other amount set forth below):

(i) 1% of such Compensation for each Credited hour during the period commencing August 3, 1997 to and including March 27, 1999,

(ii) 2% of such Compensation for each Credited hour during the period commencing March 28, 1999 to and including June 2, 2000,

(iii) 3% of such Compensation for each Credited Hour during the period commencing June 3, 2000 to and including August 3, 2002,

(iv) 3.5% of such Compensation for each Credited Hour during the period commencing August 4, 2002, to and including August 2, 2003,

(v) 4% of such Compensation for each Credited Hour during the period commencing August 3, 2003, to and including July 31, 2004.

(vi) 4.5% of such Compensation for each Credited Hour during the period commencing August 1, 2004, to and including July 30, 2005, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods

[83] AMENDED – Amendment LVIII, December 20, 2004, retroactively effective July 31, 2004. (Art. IV, Sec. 4(a)(2)(D) is amended.)

and trainers (domestic livestock), the allocation shall be $1.42 for each Credited Hour, and

(vii) 5% of such Compensation for each Credited Hour during the period commencing July 31, 2005, to and including July 31, 2007, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the allocation shall be $1.61 for each Credited Hour.

[84](E) Each Eligible Participant who earns Compensation under a Collective Bargaining Agreement described in Article I, Section 7A(c)(2)(E) that provides for Compensation based contributions in amounts and/or dates that differ from those in paragraph (A) above shall receive an allocation equal to a percentage of such Compensation during the Applicable Computation as set forth under such Collective Bargaining Agreement.

[85](3) (A) Solely for the Plan Year ending December 21, 1996, $7,501,001 of the funds remaining after allocation under clause (2) shall be allocated to Eligible Participants in the ratio which the number of each such Eligible Participant's Qualified Years for the period from December 22, 1979, through December 21, 1996 (excluding Qualified Years forfeited on or before December 21, 1996) bears to the total of such numbers for all such Eligible Participants. For this purpose, in the case of Participants who meet the requirements for a supplemental pension under Article IV, Section 2(d) of the Pension Plan, Qualified Years for the period from December 22, 1979 until December 23, 1989, shall not be counted.

(B) This paragraph applies only for a Plan Year in which a Reallocated Amount, as defined in Exhibit A, Article III, Section 1(a), is contributed to the Plan. The Reallocated Amounts consists of certain Post '60 Theatrical Motion Picture receipts and Supplemental Markets receipts. One-half of the Reallocated Amount attributable to that Plan Year shall be allocated as follows:

(i) First, one-half of the Reallocated Amount shall be tentatively allocated to Eligible Participants in the ratio in which the sum of each such Eligible Participant's Credited Hours for the period from December 22, 1979 through the end of the Applicable Computation Year (excluding Credited Hours forfeited on or before the end of the Applicable Computation Year) bears to the total of such sums for all Eligible Participants. For this purpose, in the case of Participants who meet the requirements for a supplemental pension under Article IV, Section 2(d) of the Pension Plan, Credited Hours for the period from December 22, 1979

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[84] AMENDMENT – Amendment LIII, June 23, 2004, retroactively effective January 1, 2004, Article IV, Section 4(a)(2)(E).

[85] AMENDED – Amendment XV, October 22, 1997, effective October 22, 1997.
AMENDED – Amendment XVI, December 17, 1997, retroactively effective October 22, 1997.
AMENDED – Amendment XXIII, December 16, 1998, retroactively effective October 22, 1997.
REPLACED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004. (Art. IV, Sec. 4(a)(3) – (4) were replaced.)

until December 23, 1989, shall not be counted. The tentative allocations made to each Eligible Participant who earned at least half of his Credited Hours for the Applicable Computation Year while covered by a Collective Bargaining Agreement ("Eligible Affiliate Participants") shall be final.

(ii) Second, the aggregate amount of all such tentative allocations described in paragraph (i) above made to Eligible Participants who are not Eligible Affiliate Participants ("Eligible Nonaffiliate Participants") shall be calculated; however, such tentative allocations shall not be made. This aggregate amount shall be referred to as the "Aggregate Nonaffiliate Amount."

(iii) Finally, the Aggregate Nonaffiliate Amount shall be allocated to Eligible Nonaffiliate Participants in the ratio which the sum of each such Eligible Nonaffiliate Participant's Credited Hours during the Applicable Computation Year, bears to the total of such sums for all such Eligible Nonaffiliate Participants.

Notwithstanding the foregoing, no Eligible Participant shall be entitled to any allocation under this paragraph (B) unless he is a "covered participant" (within the meaning of Article I, Section 7A(c)) on the reallocation date for the Applicable Computation Year. The reallocation dates are October 22, 1997 (Supplemental Markets only), October 22, 1998, December 15, 1999 and October 25, 2000.

(4) The remaining (50%) of the Reallocated Amount (as defined in paragraph (3)(B) above) attributable to the Plan Year shall be allocated to Eligible Participants in the ratio which the sum of each such Eligible Participant's Credited Hours during the Applicable Computation Year bears to the total of such sums for all Eligible Participants. Notwithstanding the foregoing, no Eligible Participant shall be entitled to any allocation under this paragraph (4) unless he is a "covered participant" (within the meaning of Article I, Section 7(A)(c)) on the applicable reallocation date, as defined in paragraph 3(B) above.

[86](5) Finally, the funds remaining after allocation under paragraphs (2)–(4) shall be allocated to Eligible Participants in the ratio which the sum of each such Eligible Participant's Credited Hours during the Applicable Computation Year bears to the total of such sums for all Eligible Participants.

(b) A Participant who (i) certifies to the Plan, in accordance with Article V, Section 1, that he has not worked during the two-month period beginning on effective date of his retirement and (ii) has in fact worked in the Industry (for an Employer) or had a Month of Suspendible Service (as defined in the Pension Plan) during this two-month period, shall not be entitled to any allocation for any Plan Year ending on or after the purported effective date of his retirement.

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[86] ADDED – Amendment XXI, October 28, 1998, retroactively effective October 22, 1997, Section 4(a)(5) is added.

[87]**Section 5. Limitation on Annual Additions**

(a) Basic Limitation. Notwithstanding any other provision contained herein, the "annual additions," as herein defined, to the Individual Account of a Participant shall not exceed the lesser of:

[88](1) $40,000.00 (as adjusted in accordance with Section 415(d) of the Code), or

(2) 100% of the Participant's "Compensation," as herein defined.

[89](b) Annual Additions. "Annual Additions" shall mean the sum for any Plan Year of Employer contributions and forfeitures allocated as Employer Contributions to the Participant's Individual Account. Annual Additions shall also include the following items:

(i) voluntary after-tax contributions and Code Section 401(k) contributions provided under the Plan (if the Plan is amended to provide such items) or under another defined contribution plan described in Section 5(d) below;

(ii) amounts credited to an individual medical account, as defined in Section 415(l)(2) of the Code, which is part of any defined benefit plan described in Section 5(e) below; and

(iii) amounts derived from contributions which are attributable to post-retirement medical benefits allocated to a separate account required with respect to a key employee under a welfare benefit plan of an Employer, as required by Section 419(A)(d) of the Code.

[90](c) Compensation. For purposes of this Section 5, "compensation" shall be defined as the Participant's compensation (as reported on Form W-2) for the Computation Year, together with elective deferrals as defined in Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Employer at the election of an Employee and which is not includible in the gross income of the Employee by reason of Code Section 125, 132(f)(4) or 457. For purposes of this Section 5, "compensation" for the Computation Year shall include compensation paid by the later of 2 ½ months after an Employee's severance from employment with an Employer or the end of the Computation Year that includes the date of the Employee's severance from employment with the Employer, if:

(i) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or

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87 AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2002.
88 AMENDED – Amendment XXXI, August 23, 2000, retroactively effective December 24, 1995.
89 ADDED – Amendment XI, December 18, 1996, retroactively effective December 24, 1989.
90 ADDED – Amendment XII, February 26, 1997, effective April 1, 1997.
AMENDED – Amendment XXXI, August 23, 2000, retroactively effective December 27, 1998.
AMENDED—Amendment XXXIV, February 28, 2001, retroactively effectively December 26, 1999.
AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008.

(ii) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued; or

(iii) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2 ½ months after the date of severance from employment or the end of the Computation Year that includes the date of severance from employment, except, (a) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Section 414(u)(1) of the Code) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified

military service; or (b) compensation paid to a Participant who is permanently and totally disabled, as defined in Section 22(e)(3) of the Code, provided salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Section 414(q) of the Code, immediately before becoming disabled.

(d) Participation in Other Defined Contribution Plans. In any case where a Participant under this Plan is also a participant in a defined contribution plan as defined in ERISA Section 3(34), other than a multiemployer plan (as defined in Section 414(f) of the Code), maintained by an Employer or by a corporation which is a member of a controlled group of corporations (within the meaning of Sections 1563(a) and 415(h) of the Code) of which such Employer is a member, the limitation in Annual Additions set forth in Section 5(a) above shall be applied to annual additions in the aggregate to this Plan and such other plans.

[91](e) Participation in a Defined Benefit Plan. Effective for Plan Years beginning before January 1, 2001, in any case where a Participant under this Plan is also a participant in a defined benefit plan as defined in ERISA Section 3(35), other than a multiemployer plan (as defined in Section 414(f) of the Code), maintained by an Employer or by a corporation which is a member of a controlled group of corporations (within the meaning of Sections 1563(a) and 415(h) of the Code) of which such Employer is a member, the sum of the defined benefit fraction and the defined contribution fraction (both as defined in Section 415(e)(2) and (3) of the Code) shall not exceed 1.0.

[92](f) An amount which cannot be allocated to a Participant's Individual Account because of the foregoing limitations of this Section 5 shall be allocated to the other Participants' Individual Accounts as additional Employer contributions to the extent such accounts are not limited by such foregoing limitations and any remaining excess which cannot be so allocated shall be held in a suspense account and allocated in the next following Plan Year. Notwithstanding the above, if

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91 AMENDED – Amendment XXXI, August 23, 2000, effective December 24, 2000.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

92 AMENDED – Amendment XXXI, August 23, 2000, effective December 24, 2000.

the limits set forth in Section 5(d) or 5(e) are exceeded, no reduction shall be made under this Plan unless the other plans taken into account under Section 5(d) or 5(e) have been terminated.

[93](g) Any amounts otherwise considered accrued under this Plan may be reduced if necessary to comply with §415 of the Code. Prior to retiring, the Participant and his or her Employers shall furnish all records and affidavits that the Directors shall request in order to determine whether the limits set forth in this Section have been met. The Directors may also request such information from time to time prior to retirement. In the event the Directors determine that the applicable limits have been exceeded, the excess amounts shall be forfeited. The Directors' determination of the applicable limits under this section for a particular Participant shall be conclusive.

Section 6. Profit-Sharing Plan

This Plan constitutes a profit-sharing plan under section 401(a) of the Code. Notwithstanding the preceding sentence, contributions shall be made in accordance with the terms of this Plan without regard to the Employer's current or accumulated profits.

[94]**Section 7. Special Rules for Certain Camerapersons Who Participated in Other Plans Before 1999**

(a) This Section 7 provides special rules for individuals who previously participated in the Local 666, I.A.T.S.E. Annuity Fund or the Local 666, I.A.T.S.E. Section 401(k) Plan (collectively "666 Funds") or the International Photographers Local 600 Annuity Fund (the "600 Fund" and collectively with the 666 Funds, the "Annuity Funds"). Most, if not all, of such individuals also participated in the Cameramen's Local 666 I.A.T.S.E. Pension Plan or the International Photographers Local 600 Pension Fund (collectively, the "Funds"), both of which were merged into the Pension Plan. The Annuity Funds are not merged into this Plan or the Pension Plan.

(b) Each participant in the Annuity Funds on December 31, 1998 will become a Participant in the Plan on such date. All employees, as defined in the Annuity Funds, who are not already Participants in the Plan shall be eligible to become Participants in accordance with the rules of the Plan; the participation rules set forth in the Annuity Funds shall no longer apply. For this purpose, they shall receive credits for their hours of service under the Funds (in the case of the 600 Fund, at the rate of 12 hours/day).

[95](c) The Vested Years of each Participant in the Plan who was previously a participant in the Annuity Funds shall equal the Vested Years set forth in Article II.1.C. of Exhibit X or Y of the Pension Plan, as applicable, except that on and after January 1, 1999, Vested Years mean the Vested Years as defined under the Plan. In addition, each such Participant shall receive credit for prior service in the Funds for purposes of early retirement and disability in a manner similar to that set forth in Article II.3.D. and II.4 of Exhibit X and Y of the Pension Plan, as applicable. Notwithstanding the foregoing, the Plan currently (and may provide in the future) for certain allocations of Employer contributions and forfeitures based on service on and after December 22, 1979 and prior to the Computation Year in question. To the extent the Plan provides for any such allocations, participants who previously participated in the Annuity Funds shall not receive credit for any service earned under the Funds or Annuity Funds prior to January 1, 1999.

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93 ADDED – Amendment XXXI, August 23, 2000, effective December 24, 2000.
94 ADDED – Amendment XXII, December 9, 1998, effective January 1, 1999.
95 AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

(d) The Plan will permit participants in the 600 Fund (but not the 666 Fund) to effect a "direct rollover" of 100% of their accounts from the 600 Fund to the Plan upon the 600 Fund's termination. Only a "direct rollover" (as opposed to an indirect rollover pursuant to which the participant receives the funds and rolls them into the Plan) will be permitted. The participant may only roll over 100% of his 600 Fund accounts into the Plan. A separate rollover account shall be established to hold such amounts. Such rollover accounts shall be made until the participant qualifies for an early or normal retirement in accordance with the rules of the Plan. No rollover shall be permitted unless the participant executes a written acknowledgment that the Plan does not provide any investment elections and that no distribution will be permitted until a distribution under the Plan (and Pension Plan) is made.

[96]Section 8. Special Rules for Certain Editors Who Participated in Other Plans Before July 1, 2002

(a) This Section 8 provides special rules for individuals who previously participated in the Local 700 Editors (NY) – Film Producers Pension Fund (the "Fund"), which merged into the Pension Plan.

(b) Each participant in the Fund on June 30, 2002 will become a Participant in the Plan on the first day he or she earns a Credited Hour after June 30, 2002. All employees, as defined in the Annuity Funds, who are not already Participants in the Plan shall be eligible to become Participants in accordance with the rules of the Plan; for this purpose, they shall receive credit for their hours of service under the Fund.

(c) The Vested Years of each Participant who was previously a participant in the Fund shall equal the Vested Years set forth in Article II.1.C. of Exhibit Z of the Pension Plan, except that on and after December 22, 2002, Vested Years mean the Vested Years as defined under the Plan. In addition, each such Participant shall receive credit for prior service in the Fund for purposes of early retirement and disability in a manner similar to that set forth in Articles II.3.D. and II.4 of Exhibit Z of the Pension Plan. Notwithstanding the foregoing, the Plan currently provides (and may provide in the future) for certain allocations of Employer contributions and forfeitures based on service on and after December 22, 1979 and prior to the Plan Year in question. To the extent the Plan provides for any such allocations, Participants who previously participated in the Fund shall not receive credit for any service earned under the Fund prior to July 1, 2002.

(d) For purposes of determining whether or not a Participant described in this Section 8 earns a Qualified Year in the Computation Year ending December 21, 2002, Credited Hours earned under the Fund after December 22, 2001 and prior to July 1, 2002 shall be taken into account, provided that no contributions shall be made to this Plan with respect to such hours.

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[96] ADDED – Amendment XXXX, June 26, 2002. (Section 8 was added.)

ARTICLE V

INDIVIDUAL ACCOUNT BENEFITS

[97]**Section 1. Benefit Requirements**

[98](a) (1) Each Participant attaining his Early Retirement Date, Normal Retirement Date, or Late Retirement Date shall, upon written application to the Directors, filed at least two (2) calendar months prior to the selected retirement date and in accordance with such reasonable rules and regulations therefor as the Directors may establish, be retired and granted a pension. However, the written application may be filed at any time prior to the Early, Normal or Late Retirement Date if the Participant provides an acceptable, as determined in the sole discretion of the Benefits/Appeals Committee, certification by a physician, legally authorized to practice medicine, that the Participant is (A) terminally ill, (B) has a life expectancy of less than two years and (C) because of this illness, the Participant cannot engage in any gainful employment. The Benefits/Appeals Committee, in its discretion, may require the Participant to submit to an examination by a physician selected by the Benefits/Appeals Committee, in which event the Benefits/Appeals Committee shall determine on the basis of all such medical findings whether the two month advance application should be waived.

No distribution shall be made to a Participant prior to his Normal Retirement Date unless the Participant gives written consent to the distribution, provided that consent is not required if the Individual Account balance is equal to or less than the Cash-Out Amount (and was equal to or less than the Cash-Out Amount at the time of any prior distribution).

[99](2) A Participant must concurrently retire under the Pension Plan except for:

(i) a Participant who retires with a Disability Benefit hereunder and who either does not qualify for a Disability Benefit under the Pension Plan or meets the conditions set forth in Article IV, Section 5(c)(2) of the Pension Plan, or

(ii) a Participant who is vested in this Plan, is not vested under the Pension Plan, and has either attained Normal Retirement Age or elected a Withdrawal Date pursuant to Article I, Section 10(b).

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[97] ADDED – Amendment XI, December 18, 1996, retroactively effective December 24, 1989.
AMENDED – Amendment VIII, December 13, 1995, retroactively effective December 1, 1995.
AMENDED – Amendment XVI, December 17, 1997, effective January 1, 1998.
AMENDED – Amendment XVIII, February 18, 1998, retroactively effective January 1, 1998.
AMENDED – Amendment XXI, October 28, 1998, retroactively effective December 24, 1989, the fourth sentence is amended.
AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.

[98] AMENDED – Amendment LII, March 25, 2004, retroactively effective January 1, 2004, Article V, Section 1(a)(1).

[99] AMENDED – Amendment XXXXI August 28, 2002, retroactively effective June 26, 2002.
AMENDED – Amendment XXXXII, October 23, 2002, retroactively effective January 1, 2002.
Sections 1(a)(2), 1(a)(3) and 1(c) are AMENDED, Amendment XXXXVII, August 27, 2003, retroactively effective October 23, 2003.

[100](3) No pension shall be paid if the Participant works in the Industry (for an Employer) or has a Month of Suspendible Service (as defined in the Pension Plan) at any time during the two-month period commencing on the effective date of his retirement. In addition, effective May 1, 1992, if the Participant does not certify in writing (after the end of such two-month period) to the Plan that he has complied with the requirements set forth in the preceding sentence, no pension benefits shall be paid until such time that the Plan has determined that the Participant has complied with such requirements. The Plan may take any action necessary or desirable to recoup any benefits paid to a Participant who works in the Industry (for an Employer) or has a Month of Suspendible Service (as defined in the Pension Plan) at any time during this two-month period, including any expenses incurred in recovering such benefits. Notwithstanding the foregoing, a Participant who receives holiday pay or compensation relating to a weekly guarantee pursuant to a collective bargaining agreement for the week ending on or immediately after his retirement date shall not be deemed to have failed to retire as long as the Pensioner does not actually perform services (including on-call work) for the portion of such week beginning on the retirement date; the foregoing rule applies even if contributions to the Plan are made with respect to such compensation. This Section 1(a)(3) shall not apply to any Participant electing a Late Retirement Date on or after April 1 of any calendar year following the calendar year in which the Participant has attained age 70-1/2.

[101](b) Each Participant, provided he completes a timely retirement application, shall be retired and granted a pension within sixty (60) days after the end of the Plan Year during which occurs the later of (1) his attainment of Normal Retirement Date or (2) his resignation from the Industry. Notwithstanding anything to the contrary contained here, every Participant's retirement benefits must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2 or, if later, by the April 1 of the calendar year following the calendar year in which the Participant retires from the Industry; provided, however, that the retirement benefits of a Participant who is a "five-percent owner" (as defined in Section 416 of the Code with respect to the Plan Year ending in the calendar year in which the Participant attains age 70-1/2 must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2. In addition, the distribution options under this Plan shall comply with Section 401(a)(9) of the Code and the regulations thereunder, which are hereby incorporated by this reference as part of the Plan.

(c) For all purposes of the Plan, except as set forth in this subsection (c), a Participant shall have only a single "retirement" and a single retirement date, which is the Participant's Normal, Early, Late Retirement Date or the effective date of the commencement of the Disability Pension under Article V, Section 5(d), even if he is subsequently reemployed thereafter. However, if a Participant commences to receive a disability pension and later ceases to be disabled, the Participant may have a second retirement and a new retirement date. In addition, a Participant who retires on a Withdrawal Date, and is later reemployed may have a later retirement and retirement date."

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[100] AMENDED – Amendment LXXVI, March 10, 2009, retroactively effective January 1, 2009.
[101] AMENDED – Amendment LXXVI, March 10, 2009, retroactively effective January 1, 2009.

Section 2. Normal Retirement Benefit

Unless a lump sum benefit is elected, the amount of Normal Retirement Benefit will be the monthly annuity benefit provided by the annuity or annuities purchased with the amounts in the Participant's Individual Account, as provided in Article VI, Section 1. The type of annuity will be a straight life annuity or an annuity as set forth in Article VI, Section 2 or 3, as applicable.

Section 3. Early Retirement Benefit

Unless a lump sum benefit is elected, the amount of Early Retirement Benefit will be the monthly annuity benefit provided by the annuity or annuities purchased with amounts in the Participant's Individual Account, as provided in Article VI, Section 1. The type of annuity will be a straight life annuity or an annuity as set forth in Article VI, Section 2 or 3, as applicable.

Section 4. Late Retirement Benefit

(a) Unless a lump sum benefit is elected, the amount of Late Retirement Benefit will be the monthly annuity benefit provided by the annuity or annuities purchased with the amounts in the Participant's Individual Account, as provided in Article VI, Section 1. The type of annuity will be a straight life annuity or an annuity as set forth in Article VI, Section 2 or 3, as applicable.

[102](b) Notwithstanding the above, all retirement benefits under this Plan shall commence no later than the date prescribed by Section 1(b) of this Article. With respect to a Participant entitled to receive benefits under Section 1(b) of this Article who has not commenced to receive retirement benefits hereunder or to a Participant electing a Late Retirement Date on or after April 1 of the calendar year following the calendar year in which the Participant attained age 70-1/2, a benefit equal to the amount of the benefit determined under subsection (a) above shall be paid as follows: no later than the date prescribed by Section 1(b) of this Article or the Participant's Late Retirement Date, whichever is applicable, a benefit based upon the Participant's Account balance as of the end of the second preceding Plan Year shall be distributed to the Participant, and the remainder of the benefit determined as of the end of the preceding Plan Year shall be paid to the Participant after it is calculated. Any additional allocations to which such Participant is entitled by virtue of earning a Qualified Year during a subsequent Computation Year shall be paid in accordance with the form of benefit elected by the Participant as soon as practicable after they are allocated under the Plan and shall not be subject to the provisions of Article II, Section 5 applicable to reemployment of retired Participants unless the Participant actually retires from the Industry. Except as provided in Article IV, Section 3(g)(3), a Participant who is a "five percent owner" within the meaning of Section 416 of the Code who receives benefits pursuant to this subsection (b) shall not be considered retired until his Late Retirement Date, as set forth in Article V, Section 1(a). Such a Participant shall not be permitted to elect a new form of benefits upon such Late Retirement Date.

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[102] AMENDED – Amendment XVI, December 17, 1997, retroactively effective January 1, 1993.
AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.
AMENDED – Amendment LXXVI, March 10, 2009, retroactively effective January 1, 2009.

Section 5. Disability Benefit

[103](a) In the event a Participant incurs a disability which prevents him from engaging in any gainful employment, then such Participant shall be entitled to apply for retirement and a Disability Benefit, provided he has satisfied the requirements to commence a Disability Pension under Article IV, Section 5(a) of the Pension Plan.

Solely in the case of Participants to whom the Social Security Administration issues a disability award on or after June 26, 2002, the physician certification described in Article IV, Section 5(b)(2) of the Pension Plan is provided on or after June 26, 2002 or the physician certification described in Article IV, Section 5(b)(3) of the Pension Plan is provided on or after July 1, 2021, this determination shall be made by ignoring the 10 year and 10,000 hour requirements in Article IV, Section 5(a)(1) and (a)(2) of the Pension Plan and the rule that Break in Service Participants are not eligible.

[104](b) (1) The Benefits/Appeals Committee in determining whether the disability prevents the Participant from engaging in any gainful employment as required by this paragraph shall abide by the decision of the Social Security Administration in its determination of whether the Participant's disability meets the requirements of the Social Security Act and prevents the applicant from engaging in any gainful employment; provided that the disability is expected to last at least (12) months or results in prior death.

(2) In lieu of a determination by the Social Security Administration that the Participant is disabled, the Benefits/Appeals Committee may rely on an acceptable certification meeting the conditions below. The Participant must provide a certification by a physician, legally authorized to practice medicine, that the Participant is (A) terminally ill, (B) has a life expectancy of less than two years and (C) because of this illness, the Participant cannot engage in any gainful employment. The Benefits/Appeals Committee shall determine on the basis of such certificate whether the Participant qualifies for a disability benefit hereunder, unless the Benefits/Appeals Committee, in its discretion, shall require the Participant to submit to an examination by a physician selected by the Benefits/Appeals Committee, in which event the Benefits Committee shall determine on the basis of all such medical findings whether the Participant qualifies for a disability benefit hereunder. The Benefits/Appeals Committee may determine that the certification is acceptable for the sole purpose of waiving the requirements set forth in Article IV, Section 5(a)(3) of the Pension Plan and not for the purpose for waiving the requirements of subsection (b)(1) above.

(3) In lieu of a determination by the Social Security Administration that the Participant is disabled, the Benefits/Appeals Committee may rely on an acceptable certification meeting the conditions below. The Participant must provide a certification by a physician, legally authorized to practice medicine, that (A) the Participant suffers from a disease or medical condition that allows the Participant to apply for Social Security disability benefits under the Compassionate Allowances program of the Social Security Administration and (B) because of this disease or medical condition, the

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[103] AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
AMENDED – Amendment XXXXI August 28, 2002, retroactively effective June 26, 2002.

[104] AMENDED – Amendment XCVIII June 24, 2021, effective July 1, 2021.

Participant cannot engage in any gainful employment. Provided the Participant has applied for Social Security disability benefits under the Compassionate Allowances program of the Social Security Administration, the Benefits/Appeals Committee shall determine on the basis of such certification whether the Participant qualifies for a disability benefit hereunder.

(c) Unless a lump sum is elected, the amount of the Disability Benefit will be the monthly annuity benefit provided by the annuity or annuities purchased with the amounts in the Participant's Individual Account, as provided in Article VI, Section 1. The type of annuity will be a straight life annuity or an annuity as set forth in Article VI, Section 2 or 3, as applicable.

[105](d) The effective date of commencement of disability pension payments shall be the first of the month following (1) the date of entitlement to Social Security disability benefits as set forth in the Social Security certificate of award (or in the case of a Participant who provides a certification under Section 5(b)(2) or Section 5(b)(3), the later of the date the certification is provided and the date the Participant applies for a benefit) or (2) the first day such Participant was entitled to apply for a Disability Pension under the Plan rules. However, the Participant may elect a later date, provided it is the first day of a month. Except as set forth in Article IV, Section 3(g)(2), for all purposes hereunder, such Participant shall be deemed to have been retired with a Disability Benefit as of such date.

[106]**Section 6. Surviving Spouse Benefit**

(a) In the event a Participant dies prior to attaining his Benefit Commencement Date and is survived by a spouse to whom he has been legally married for all of the preceding 365 days, a monthly Surviving Spouse Benefit shall be payable to such spouse commencing with the later of the first day of the month coinciding with or next following the month during which the Participant's death occurs, or the first day of the month coinciding with or next following the month during which the Participant would have reached the applicable Early Retirement Date or Normal Retirement Date had he lived, and ending with the benefit for the month in which the spouse's death occurs. Notwithstanding the foregoing, no such distribution shall be made to the spouse prior to the date the Participant would have attained age 65 unless the spouse gives a written consent to the distribution, provided the consent is not required if the value of the Participant’s Individual Account is equal to or less than the Cash-Out Amount.

(b) The actual amount of the Surviving Spouse Benefit will be the monthly annuity benefit provided by the annuity or annuities purchased with the amounts in the Participant's Individual Account, as provided in Article VI, Section 1. The type of annuity will be a straight life annuity for the life of the surviving spouse.

(c) Notwithstanding the foregoing, a spouse entitled to a Surviving Spouse Benefit in accordance with the provisions of this Section 6 may elect a cash lump sum benefit in an amount equal to the balance of the Participant's Individual Account, as provided in Article VI, Section 1. For the purpose of the preceding sentence, the spouse's election to receive a surviving spouse benefit under the Pension Plan in a lump sum shall be treated as an election of a lump sum under this Plan. The Directors shall send each surviving spouse a written explanation of the terms and

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105 AMENDED – Amendment LII, March 25, 2004, retroactively effective January 1, 2004, Article V, Section 5(d).

106 AMENDED – Amendment XXXI, August 23, 2000, effective August 23, 2000.
AMENDED — Amendment XXXII, December 20, 2000, effective January 1, 2001.

conditions of the Surviving Spouse Benefit and of the spouse's right to elect a cash lump sum benefit hereunder. Any such election of the lump sum benefit in lieu of an annuity form shall be in writing and shall bear the notarized signature of the spouse.

(d) For purposes of this Article V, Section 6 (and Article II, Section 4), a "spouse" or "surviving spouse" must submit proof that is satisfactory, in the sole discretion of the Directors, that he or she was previously married to the Participant and must also certify that no legal divorce or separation occurred prior to the Participant's death. Upon submission of such satisfactory proof, the Plan may notify the Participant's Beneficiary (and may also notify any contingent beneficiaries) that a Surviving Spouse Benefit (or death benefit) is payable to the Participant's surviving spouse. The Participant's Beneficiary shall have ninety (90) days after such notification to submit satisfactory proof, in the sole discretion of the Directors, that the Participant was not married to the person claiming to be the surviving spouse. At the end of such ninety (90) day period, in the sole discretion of the Directors, the Plan may either (i) based on the Plan's determination as to whether or not there is a surviving spouse, pay a Surviving Spouse Benefit (or death benefit) to the surviving spouse or pay any applicable death benefit to the Beneficiary, or (ii) withhold payment for an additional period of time needed to determine the appropriate recipient of such payments and/or minimize the risk of double payment. No information about the surviving spouse or death benefits of a Participant or Pensioner shall be provided to any person other than his or her surviving spouse (if any) and Beneficiary; no such information shall be provided before the death of the Participant or Pensioner.

[107]**Section 7. Benefit Limitations**

(a) General Rules.

(1) Effective Date. This Section 7 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(2) Precedence. The requirements of this Section 7 will take precedence over any inconsistent provisions of the Plan, provided that this Section 7 shall not be considered to allow a Participant or Beneficiary to delay a distribution or elect an optional form of benefit not otherwise provided in the Plan.

(3) Requirements of Treasury Regulations Incorporated. All distributions required under this Plan will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

(4) "Designated Beneficiary" means the individual who is designated as the beneficiary under this Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.

(b) Distributions to Participants. If the distribution of the Participant's entire interest is not paid in a lump sum on or before the Required Beginning Date (which shall be the date set forth in Article V, Section 1(b)), the distribution to the Participant will be made in the form of an annuity purchased from an insurance company on or before the Required Beginning Date. Distributions under such annuity will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations as follows:

(1) over the life of the Participant; or

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[107] ADDED – Amendment L, December 17, 2003, retroactively effective January 1, 2003, Article V, Section 7 is added.

(2) over the lives of the Participant and designated Beneficiary; or

(3) over a period certain not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and designated Beneficiary.

In addition, if the Participant dies after the Participant's Benefit Commencement Date, the remaining interest under the annuity contract must be distributed at least as rapidly as under the method used as of the date of the Participant's death.

(c) Death of Participant Before Distributions Begin. If the Participant dies before the Benefit Commencement Date, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse will begin by the later of (a) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (b) December 31 of the calendar year in which the Participant would have attained age 70½. Unless the Participant's remaining interest is distributed in a lump sum by such date, the distribution will be made, if permitted, in the form of an annuity purchased from an insurance company and distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(2) In all other cases, the Participant's entire interest will be distributed in a lump sum by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, the entire interest will be distributed in a lump sum by December 31 of the calendar year containing the fifth anniversary of the spouse's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the spouse may elect on an individual basis whether to apply the life expectancy rule in (1) above or the 5-year rule in (2) above. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under (1) above, or by September 30 of the calendar year which contains the fifth anniversary of the participant's (or, if applicable, surviving spouse's) death. If the Spouse fails to make an election, distributions will be made in accordance with (1) above.

(5) If the Participant's Account is divided into two or more separate accounts no later than the last day of the year following the calendar year of the Participant's death and the Participant's surviving spouse is the sole designated Beneficiary with respect to one of such separate accounts, then the rules set forth in paragraphs 1, 3 and 4 shall apply with respect to the separate account maintained for the surviving spouse.

[108]**Section 8. Coronavirus-related Distributions**

Each Participant shall, upon written application to the Plan, and in accordance with such rules and regulations as the Directors may establish, receive a one-time distribution (a "Coronavirus-related

[108] ADDED – Amendment XCV, June 25, 2020, retroactively effective May 25, 2020, Article V, Section 8 is added.
AMENDED – Amendment XCVI, October 29, 2020, effective August 1, 2020.

Distribution") provided all of the following requirements are satisfied:

(a) The Participant must be vested in the Plan as of December 21, 2019.

(b) The amount of the Coronavirus-related Distribution may not exceed the lesser of: (i) twenty (20%) percent of the Participant's account balance as of December 31, 2018; and (ii) $20,000. Notwithstanding the foregoing, if the Participant elects voluntary federal and/or state income tax withholding, the amount determined under the prior sentence will be increased by the amount of the withholding.

(c) The Participant must apply for the Coronavirus-related Distribution between May 1, 2020 and November 30, 2020 on forms established by the Directors so that all Coronavirus-related Distributions are completed by December 31, 2020.

(d) The Participant must provide a written representation to the Plan that the Participant: (i) has been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention; (ii) has a spouse or dependent (as defined in Code Section 152) who has been diagnosed with such virus or disease by such a test; or (iii) has experienced adverse financial consequences as a result of being quarantined, furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or the Secretary's delegate). The Plan may rely on a Participant's certification that the Participant satisfies the conditions of this sub-section (d) in determining whether any distribution is a Coronavirus-related Distribution.

(e) Any Participant who receives a Coronavirus-related Distribution may, at any time during the three-year period beginning on the day after the date on which such distribution was received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution.

(f) If a contribution is made pursuant to sub-section (e) with respect to a Coronavirus-related Distribution from the Plan, then the Participant shall, to the extent of the amount of the contribution, be treated as having received the Coronavirus-related Distribution in an Eligible Rollover Distribution (as defined in Article VI, Section 5(c)) and as having transferred the amount to the Plan in a direct trustee to trustee transfer within 60 days of the distribution. Any amounts repaid in accordance with this sub-section (f) shall be credited to the Participant's Individual Account as if they were Employer Contributions.

(g) The Coronavirus-related Distribution shall be payable only in the form of a single lump sum and, if the Participant is married, shall be subject to the spousal consent requirements of Article VI, Section 2(b). The Directors shall establish procedures for the satisfaction of the spousal consent requirements during any period in which Participants are subject to "stay-at-home" orders or similar circumstances.

(h) A Participant who has previously elected to receive, but has not yet received, distribution of his or her benefit under the other provisions of this Plan shall not be eligible for a Coronavirus-related Distribution.

(i) The minimum amount for a Coronavirus-related Distribution shall be $200. A Participant with a vested account balance of less than $1,000 as of December 31, 2018, including a Participant who was not a Participant in the Plan as of December 31, 2018, is not eligible for a Coronavirus-related Distribution. In addition, a Participant is not eligible for a Coronavirus-related Distribution if the amount of the distribution elected by the Participant exceeds the Participant's vested account balance as of the most recent valuation date prior to May 1, 2020.

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ARTICLE VI

FORM OF BENEFITS[109]

[110]Section 1. Purchase of Annuities or Payment of Lump Sum

[111](a) (1) Subject to Section 1(c) below, as soon as practicable following the earlier of the Participant's Benefit Commencement Date or death, as applicable, the Plan shall use the amount described in the next sentence to purchase an annuity or pay a cash lump sum, as applicable. The amount of such benefit shall be the sum of (i) the balance of the Participant's Individual Account as of the beginning of the calendar quarter in which such Benefit Commencement Date or death occurs, plus (ii) the Applicable Contributions, as defined by paragraph (2) below.

(2) The Applicable Contributions shall equal the contributions required to be made on behalf of the Participant under Article II, of Exhibit A with respect to Credited Hours earned during the Computation Year in which his Benefit Commencement Date (or death, if applicable) occurs, excluding Credited Hours earned after the Benefit Commencement Date. (Such contributions are the $.305/hour contributions and, if the Participant has Compensation as a "covered participant" (see Article I, Section 7A(c)), the Compensation based contributions.) Notwithstanding the foregoing, the Applicable Contributions shall be zero in the case of a Participant did not earn 400 Credited Hours in the Plan Year in which his Benefit Commencement Date (or death, if applicable) occurs, excluding Credited Hours earned after the Benefit Commencement Date.

[112](3) The Applicable Contributions shall equal the contributions required to be made on behalf of the Participant under Article II, of Exhibit A with respect to Credited Hours earned during the Computation Year in which his Benefit Commencement Date (or death, if applicable) occurs, excluding Credited Hours earned after the Benefit Commencement Date. (Such contributions are the $.305/hour contributions and, if the Participant has Compensation as a "covered participant" (see Article I, Section 7A(c)), the Compensation based contributions.) Notwithstanding the foregoing, the Applicable Contributions shall be zero in the case of a Participant did not earn 400 Credited Hours in the Plan Year in which his Benefit Commencement Date (or death, if applicable) occurs, excluding Credited Hours earned after the Benefit Commencement Date.

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[109] ADDED – Amendment XIV, June 25, 1997, retroactively effective June 1, 1997.
AMENDED – Amendment XIX, April 22, 1998, effective May 1, 1998.
DELETED – Amendment XX, June 24, 1998, retroactively effective January 1, 1998 (Article VI, Section 1(d) was deleted in its entirety)

[110] AMENDED – Amendment XXXI, August 23, 2000, effective December 24, 2000.

[111] AMENDED – Amendment XX, June 24, 1998, retroactively effective January 1, 1998.
AMENDED – Amendment XXXXII, October 23, 2002, retroactively effective January 1, 2002.
AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

[112] AMENDED – Amendment XXXIV, February 28, 2001, retroactively effective December 26, 1999.

[113](b) Unless a cash lump sum is paid or the Participant is not required to retire concurrently under the Pension Plan, the type of annuity shall be the same as payable under the Pension plan and shall be a straight life annuity, a Qualified Joint and 50% Survivor Annuity or an annuity determined by the form of benefit elected by the Participant as provided in Article VI, Section 3 of this Plan. In addition, notwithstanding Article V or any other provision of this Plan, a Participant may elect a cash lump sum benefit as provided in Article VI, Section 3(d) in lieu of any other type of annuity payment. Any annuity benefit elected shall be paid retroactively so as to commence as of the month following the Participant's Benefit Commencement Date or the date set forth in Article V, Section 6, as applicable.

[114](c) (1) This Section 1(c) only applies to Participants whose Benefit Commencement Date or death occurs in a calendar year (the "Current Year") beginning after 1997. For purposes of the preceding sentence, the Benefit Commencement Date of a Participant who is entitled to a Disability Benefit shall be the date the Social Security Administration issues the disability award (see Article IV, Section 3(g)(2)), rather than the effective date of the commencement of disability pension payments.

[115](2) If at the time the benefit would otherwise be payable, the amount of the benefit has not yet been determined because the allocations for the prior Plan Year or, if applicable, the Adjustment Period (in either case, the "Prior Period") are not complete, the Participant (or Beneficiary) may elect that the cash payment or annuity purchase described in Section 1(a) be made in two or more steps. Subject to Section 1(a)(2) above, the first payment or purchase shall equal a percentage (to be determined by the Plan based on the expected return for the Prior Period, but to be uniform for every Participant) of the balance of such Participant's Individual Account on the beginning of the Prior Period and, subject to Article V, Section 1(a), shall be made as soon as practicable. Then, as soon as practicable following the completion of the allocations for the Prior Period, the Plan shall use any additional amounts to purchase an additional annuity to pay an additional cash lump sum, as applicable. Then, as soon as practicable following the completion of the calculation of the Applicable Contributions, the Plan shall use any additional amounts to purchase an additional annuity to pay an additional cash lump sum, as applicable.

(3) If the Participant (or Beneficiary) does not make such an election, then the entire payment or purchase shall be made as soon as practicable following completion of allocations for the Prior Year and the calculation of the Applicable Contributions, subject to Article V, Section 1(a).

Section 2. Qualified Joint and 50% Survivor Annuity

(a) Notwithstanding anything in Sections 2 through 5 of Article V to the contrary, if a Participant is married on his Benefit Commencement Date, such benefit shall be paid in the form of a Qualified Joint and 50% Survivor Annuity, unless after receiving a written explanation of the terms and conditions of such Qualified Joint and 50% Survivor Annuity and the effect of not receiving same, the Participant elects a single life annuity or some other form of benefit permitted

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[113] AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
[114] ADDED – Amendment IX, April 24, 1996, retroactively effective January 1, 1995.
AMENDED – Amendment XX, June 24, 1998, retroactively effective January 1, 1998.
[115] AMENDED – Amendment XXXXII, October 23, 2002, retroactively effective January 1, 2002.
AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

in accordance with Section 3 of this Article. The monthly benefit provided by such Qualified Joint and 50% Survivor Annuity shall be the monthly amount provided by the annuity purchased under Article VI, Section 1.

[116](b) The Directors upon receiving notice of a Participant's Benefit Commencement Date shall send each married Participant a written explanation of the terms and conditions of such Qualified Joint and 50% Survivor Annuity and of such Participant's right to elect some other form of benefit prior to the Benefit Commencement Date. Any such election of some other form of benefit and rejection of the Joint and 50% Survivor Annuity made under this Section 2, shall be signed by the Participant and consented to by the Participant's spouse. The spouse's consent described in the preceding sentence shall acknowledge the effect of the election and be witnessed by a plan representative or notary public. Notwithstanding the foregoing, spousal consent shall be unnecessary if it is established (to the satisfaction of a Plan representative) that there is no spouse or if the required consent cannot be obtained because the spouse cannot be located or because of other circumstances prescribed by Treasury Regulations. Any such election (and consent) may be made, revoked and/or remade only during the one hundred eighty day period prior to the Benefit Commencement Date. For purposes of this subsection (b) only, the Benefit Commencement Date of a Participant entitled to a Disability Pension shall be the first day such payments commence.

[117](c) The written explanation described in Section 2(a) must be provided to the Participant no less than 30 days and no more than 180 days prior to the Benefit Commencement Date (determined as the date payments commence for a Participant entitled to a Disability Benefit). However, the 30-day notice requirement will not apply to a Participant with a Disability Benefit if the Participant, after having received the written explanation, affirmatively elects a form of distribution and the spouse consents to that form of distribution (if necessary), provided that:

(i) The Plan clearly informs the Participant that the Participant has a right to at least 30 days to consider whether to waive the Qualified Joint and 50% Survivor Annuity and consent to some other form of distribution;

(ii) The Participant is permitted to revoke an affirmative distribution election until the date the benefit commences or, if later, at any time prior to the expiration of the 7-day period that begins the day after the written explanation is provided to the Participant;

(iii) The date the Disability Benefit commences is after the date that the written explanation is provided to the Participant; and

(iv) Distribution in accordance with the affirmative election (and, if necessary, the spouse’s consent) does not commence before the expiration of the 7-day period that begins the day after the written explanation is provided to the Participant.

Section 3. Optional Forms of Benefits

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[116] AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008.
[117] ADDED – Amendment IX, April 24, 1996, effective May 1, 1996.
AMENDED –Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008.

[118](a) A Participant who is entitled to receive a benefit under Section 2, 3, 4 or 5 of Article V may, in the alternative, elect by a notice in writing, filed during the one hundred eighty (180) day period described in Article VI, Section 2, to receive in lieu of such benefit a Joint and 100% Survivor Pension, a Joint and 75% Survivor Pension, a Ten-Years-Certain and Life Benefit or a cash lump sum in accordance with the rules set forth below. Except as provided in subsection (d) or if the Participant is not required to retire concurrently under the Pension Plan, no election under this Plan is valid unless the same election is made under the Pension Plan, provided, however, that an election of a Joint and 100% Survivor Pension or Qualified Joint and 50% Survivor Annuity under this Plan shall be valid if the Participant elects the 100% Pop-Up Pension or 50% Pop-Up Pension, respectively, under the Pension Plan. The Joint and 75% Pension shall also be available with respect to Special Accounts under any Profit Sharing Plan Merger Agreement.

[119](b) (1) The amount of the Joint and 100% Survivor Pension shall be the monthly amount provided by the annuity under Article VI, Section 1. The Joint and 100% Survivor Pension shall consist of equal payments to be made on the first day of each month starting with the Pensioner's Benefit Commencement Date and continuing thereafter through the payment made on the first day of the month in which the death of the survivor of the Pensioner and Joint Annuitant occurs.

(2) A Participant may designate only his spouse at his Benefit Commencement Date as a Joint Annuitant under the Joint and 100% Survivor Pension. A Participant's divorce from a designated spouse shall automatically revoke the election if such divorce is prior to the Participant's Benefit Commencement Date. If a Participant remarries prior to his Benefit Commencement Date, he may again designate his spouse as a Joint Annuitant prior to his Benefit Commencement Date.

(3) If a Participant files notice of retirement under the Plan and elects the Joint and 100% Survivor Pension benefit, and such Participant dies during the 90-day period before the Participant's Benefit Commencement Date, then the spouse shall be entitled to the benefits as provided for under such election, commencing with the Benefit Commencement Date. In this case, no Surviving Spouse Benefit under Article V, Section 6 shall be paid. This paragraph (3) shall not apply unless the spouse has been legally married to the Participant for all of the 365 days preceding his death.

(4) If a Joint Annuitant dies prior to the Participant's Benefit Commencement Date and a subsequent spouse is not designated as a Joint Annuitant prior to such date, the amount of benefits payable to the Pensioner shall be the amount provided under Section 2, 3, 4 or 5 of Article V.

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[118] AMENDED – Amendment VI, August 31, 1994, effective October 1, 1994.
AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
(Continued on next page)

AMENDED – Amendment LXXIV, December 11, 2008, The change from 90 to 180 days is retroactively effective January 1, 2008. The addition of the Joint and 75% Survivor Pension is effective January 1, 2009.

[119] AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008, Article VI, Section 3(b)(3) is amended.

(5) If a Joint Annuitant dies after the Participant's Benefit Commencement Date and prior to the death of the Pensioner, the amount of benefits payable thereafter to the Pensioner shall be the reduced amount determined under this Section; no benefits shall be payable after the Pensioner's death.

(c) (1) The amount of a Ten-Years-Certain and Life Benefit shall be the monthly amount provided by the annuity purchased under Article VI, Section 1. The Ten-Years-Certain and Life Benefit shall consist of equal payments to be made on the first day of each month starting with the Participant's Benefit Commencement Date and continuing thereafter through the first day of the month in which the death of the Pensioner occurs unless such death occurs within the ten-year period specified below; in the event of death during the ten-year period, the benefit shall continue to be paid to the Pensioner's beneficiary or beneficiaries (as limited in this subsection (c)) for the remainder of the ten-year period. The ten-year period shall be ten (10) years commencing with the Participant's Benefit Commencement Date, and such ten-year period shall not be extended, changed, modified or suspended due to the Pensioner returning to employment in the Industry or for any other reason. The beneficiaries under this subsection (c) hereunder may only be a spouse, and/or child, and/or children and shall be designated in the notice filed pursuant to subsection (a) above. No such beneficiary designation shall be valid if the Participant is married on his Benefit Commencement Date unless the spouse consents to such designation in accordance with the rules set forth in Article VI, Section 2(b).

(2) If a Participant files notice of retirement under the Plan and elects the Ten-Years-Certain and Life Benefit and such Participant becomes deceased within the thirty (30) day period immediately preceding the Participant's Benefit Commencement Date, the designated beneficiary shall be entitled to the benefits as provided for under such election, commencing with the Benefit Commencement Date. (The preceding sentence does not apply if the beneficiary is the Participant's spouse, unless the spouse has been legally married to the Participant for all of the 365 days preceding his death.) However, such election shall not be valid if the Participant dies during such thirty (30) day period and is survived by a spouse to whom he has been legally married for all the preceding 365 days, unless such spouse consents in writing (after the Participant's death) to waive the right to receive a Surviving Spouse Benefit under Article V, Section 6. The Directors shall send the spouse a written explanation of the terms and conditions of the Surviving Spouse Benefit and of the spouse's right to waive such benefit.

(3) If the designated beneficiary dies, or all the designated beneficiaries die (or, if the beneficiary is the Participant's spouse and the Participant divorces such spouse), prior to the Participant's Benefit Commencement Date and another beneficiary or beneficiaries are not designated prior to such date, the amount of pension payable to the Pensioner shall be the amount provided under Section 2, 3, 4, or 5 of Article V (subject to Section 2 of this Article).

(4) If the designated beneficiaries die within such ten-year period (whether before or after the Pensioner), the Pensioner (if he is living) or Directors may select a new beneficiary or beneficiaries, to receive such payments, limited to the surviving spouse, child, or children. In the event there are no surviving spouse, child, or children, then all payments shall cease upon the last of the death of the Pensioner or beneficiaries.

(d) A cash lump sum benefit in the amount equal to the balance of the Participant's Individual Account, as provided in Article VI, Section 1. Such cash lump sum payment shall be made as soon as practicable following the Participant's Benefit Commencement Date. Notwithstanding any other provision of this Plan to the contrary, if any Participant elects a lump sum payment hereunder, the Participant may elect any form of benefit permitted under the Pension Plan with respect to his benefits under the Pension Plan.

(e) (1) The amount of the Joint and 75% Survivor Pension shall be the monthly amount provided by the annuity under Article VI, Section 1 and, if applicable, the Special Account under any Profit Sharing Plan Merger Agreement. The Joint and 75% Survivor Pension shall mean an annuity for the life of the Participant with a survivor annuity for life of the spouse of the Participant to whom he was married at his Benefit Commencement Date, which is 75% of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse.

(2) A Participant may designate only his spouse at his Benefit Commencement Date as a Joint Annuitant under the Joint and 75% Survivor Pension. A Participant's divorce from a designated spouse shall automatically revoke the election if such divorce is prior to the Participant's Benefit Commencement Date. If a Participant remarries prior to his Benefit Commencement Date, he may again designate his spouse as a Joint Annuitant prior to his Benefit Commencement Date.

(3) If a Participant files notice of retirement under the Plan and elects the Joint and 75% Survivor Pension benefit and such Participant dies during the 90-day period before the Participant's Benefit Commencement Date, then the spouse shall be entitled to the benefits as provided for under such election, commencing with the Benefit Commencement Date. In this case, no Surviving Spouse Benefit under Article V, Section 6 shall be paid. This paragraph (3) shall not apply unless the spouse has been legally married to the Participant for all of the 365 days preceding his death.

(4) If a Joint Annuitant dies prior to the Participant's Benefit Commencement Date and a subsequent spouse is not designated as a Joint Annuitant prior to such date, the amount of benefits payable to t[120]he Pensioner shall be the amount provided under Section 2, 3, 4 or 5 of Article V and, if applicable, the Special Account under any Profit Sharing Plan Merger Agreement.

(5) If a Joint Annuitant dies after the Participant's Benefit Commencement Date and prior to the death of the Pensioner, the amount of benefits payable thereafter to the Pensioner shall be the reduced amount determined under this Section; no benefits shall be payable after the Pensioner's death.

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[120] ADDED – Amendment LXXIV, December 11, 2008, effective January 1, 2009, Article VI, Section 3(e) is added.

[121]**Section 4. Small Benefits**

Notwithstanding any provision of this Plan to the contrary, in the event the value of the Participant's Individual Account, determined in accordance with Article VI, Section 1 with respect to his Normal, Early, Late or Disability Retirement Date or death, whichever is applicable, is equal to or less than the Cash-Out Amount, the benefit shall automatically be paid in the form of a cash lump sum benefit equal to such balance of the Participant's Individual Account. Such cash lump sum payment shall be made as soon as practicable following the applicable date. If the Participant receives a lump sum pursuant to this Section 4, the Participant may elect any form of benefit permitted under the Pension Plan with respect to his benefits under the Pension Plan.

[122]**Section 5. Direct Rollovers**

(a) This Section 5 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 5, if a Distributee will receive an Eligible Rollover Distribution of at least $200, the distributee may elect, at the time and in the manner prescribed by the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover; provided, however, that a Distributee may not elect to have an Eligible Rollover Distribution of less than $500 paid directly to an Eligible Retirement Plan unless the Distributee elects to have his or her entire Eligible Rollover Distribution paid directly to the Eligible Retirement Plan.

(b) If a Distributee fails to elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan during the time or in the manner prescribed by the Plan under Section 5(a) above, such portion of any Eligible Rollover Distribution shall instead be paid directly to the Distributee.

(c) Definitions

1. For purposes of this Section 5, an "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for the specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); or (iv) any other type of distribution which the Internal Revenue Service announces (pursuant to regulation, notice or otherwise) is not an "eligible rollover distribution" under Section 402(c) of the Code.

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[121] AMENDED – Amendment XI, December 18, 1990, retroactively effective December 24, 1989.
AMENDED – Amendment XVI, December 17, 1997, effective January 1, 1998.
AMENDED – Amendment XXXI, August 23, 2000, effective October 17, 2000.

[122] Section ADDED – Amendment IX, April 24, 1996, retroactively effective January 1, 1993.

[123]2. For the purposes of this Section 5, an "Eligible Retirement Plan" is any individual of the following that accept the Distributee's Eligible Rollover Distribution: an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, an annuity described in Section 403(b) of the Code, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan. An Eligible Retirement Plan shall also include a Roth IRA described in Section 408A of the Code.

[124]3. For purposes of this Section 5, a "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Employee's non-spouse designated Beneficiary under Article I, Section 3 of the Plan. In the case of a non-spouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Section 408(a) or Section 408(b) of the Code ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code.

4. For purposes of this Section 5, a "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

[125](d) In the event of a mandatory distribution greater than $1,000 in accordance with any applicable provision of this Article VI, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with other applicable provisions of this Article VI, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

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[123] AMENDED – Amendment XXXXIII, December 18, 2002, retroactively effective January 1, 2002.
AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008, Article VI, Section 5(c)(2) is amended.

[124] AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective January 1, 2008, Article VI, Section 5(c)(3) is amended.

[125] ADDED – Amendment LXII April 27, 2005, retroactively effective March 28, 2005. (Subsection "d" was added.)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Exclusive Use of Funds

(a) The Directors' determination of the amount of any benefits to be paid, and the calculations upon which such amount is based, shall be final and binding.

(b) Under no circumstances shall any amount of money (other than payments of administrative and other proper expenses) contributed to the Fund by the Employers be diverted to purposes other than the exclusive benefit of, and the payment of benefits to Participants entitled thereto under the provisions of this Plan.

(c) The Directors from time to time shall estimate the benefits and administrative expenses to be paid out of the Trust during the period for which the estimate is made, and shall also estimate the contributions to be made to the Plan during such period by or on behalf of the Employers which participate in the Plan. The Directors shall inform the Trustees of the estimated cash needs of the Plan for each period with respect to which such estimates are made. Such estimates shall be made on an annual, quarterly, monthly, or other basis as the Directors shall determine.

(d) The Directors shall engage an independent qualified public accountant to conduct the examination and to render the opinion described in Section 103(a)(3)(A) of ERISA. The Directors in their discretion may remove and discharge the person so engaged, but in such case the Directors shall appoint a successor independent qualified public accountant to perform such examination and render such opinion.

Section 2. Incapacity of Participant

In the event that a Participant or other person to whom benefits are being paid, is or becomes unable to care for his own affairs because of illness, accident, or incapacity, either mental or physical, any benefit payments due such incapacitated person may, unless claim shall be made therefor by a duly appointed guardian or other legal representative, be paid to the spouse or other person having the care and custody of such incapacitated person as the Directors shall determine in their sole discretion. Any benefit payments so made shall discharge the obligation of the Directors, the Trustee, and the Fund to the extent thereof.

Section 3. Removal from Rosters by Contract Services Administration Trust Fund

(a) Notwithstanding any other provision of this Plan to the contrary, with respect to the commencement date of benefits hereunder the following shall apply:

(b) In the event a Participant is removed from the Industry Experience Roster and/or Studio Seniority Roster because he is determined by the Contract Services Administration Trust Fund to be unqualified to perform the duties of his classification, and as a result of such removal discontinues his employment in the Industry, then in such event his benefit, if any, which he is entitled to receive under other provisions of this Plan, shall commence the first day of the month next following the date of such removal from the Industry Experience Roster and/or Studio

Seniority Roster, provided such Participant applies for benefits within fourteen (14) days after such removal from such rosters.

(c) In the event a Participant is removed from the Industry Experience Roster and/or Studio Seniority Roster because he is determined by the Contract Services Administration Trust Fund to be unqualified to perform the duties of his classification, and as a result of such removal discontinues his employment in the Industry, and applies for a benefit more than fourteen (14) days after his removal from such rosters, but less than thirty (30) days after his removal from such rosters, then such Participant shall be entitled to his benefit, if any, which he is entitled to receive under other provisions of this Plan, on the first day of the second month next following receipt of written notice of such intention to retire.

Section 4. Nonalienation

(a) To make it impossible for Participants to imperil, directly or indirectly, the benefits provided by this Plan, none of the benefits, payments, proceeds or claims of any Participant, Joint Annuitant or Beneficiary shall be subject to any claim of any creditor and, in particular, the same shall not be subject to attachment or garnishment or other legal process by any creditors, or to the jurisdiction of any bankruptcy court or any insolvency proceedings by operation of law, or otherwise, nor shall any such Participant, Joint Annuitant or Beneficiary have any right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which he may expect to receive, contingently or otherwise, under this Plan.

[126](b) Notwithstanding the foregoing, the right to a benefit payable with respect to a Participant pursuant to a "qualified domestic relations order" (within the meaning of Internal Revenue Code Section 414(p)) may be created, assigned or recognized. The Committee shall establish reasonable procedures to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Notwithstanding Article V of the Plan, the following benefits may be paid to an alternate payee (but not the Participant) pursuant to a qualified domestic relations order, without regard to whether the Participant has attained the "earliest retirement age," as defined in Section 414(p) of the Code:

(1) If the Participant is vested, a lump sum benefit not in excess of the amount provided in a qualified domestic relations order approved in accordance with Plan procedures may be paid to the alternate payee. If at the time the benefit would otherwise be payable, the amount of the benefit has not yet been determined because the allocations for the prior Plan Year or, if applicable, the Adjustment Period (in either case, the "Prior Period") are not complete, the alternate payee may elect that the lump sum be paid in two or more steps. The first payment shall equal a percentage (to be determined by the Plan based on the expected return for the Prior Period, but to be uniform for every Participant) of the balance payable to the alternate payee on the beginning of the Prior Period and shall be paid as soon as practicable. Then, as soon as practicable following the completion of the calculation of the Applicable Contributions and the allocations for the Prior Period, the Plan shall use any additional amounts allocable to the alternate payee to pay an additional cash lump sum, as applicable.

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[126] AMENDED – Amendment LXXIV, December 11, 2008, retroactively effective October 1, 2008, Article VII, Section 4(b)(1) is amended.

[127](c) The restrictions of subsection (a) shall not apply to any amount that the Participant is ordered or required to pay under a judgment, order, decree or settlement described in ERISA Section 206(d)(4), subject to the joint and survivor requirements of ERISA Section 206(d)(4)(C) and Section 206(d)(5), if applicable.

Section 5. Missing Participant or Beneficiary

In the event that the Directors are unable after diligent inquiry to locate a Participant, Spouse or Beneficiary for a period of three (3) years, after a retirement benefit or death benefit becomes payable to such Participant, Spouse or Beneficiary, the interest of such Participant, Spouse or Beneficiary in the Fund shall be forfeited and allocated as an Employer Contribution in the next succeeding Allocation Date; provided, however, that if such Participant, Spouse or Beneficiary subsequently claims such benefit it shall be reinstated and paid as provided herein.

Section 6. Erroneous Payments

This section applies to any recipient (including a Participant, Pensioner, spouse, Beneficiary or any other person) of a payment to which he is not entitled under the terms of the Plan, either because of a failure to retire, an error in computing the benefits payable hereunder, or any other reason. As determined by the Board of Directors, or its delegate, any such mistaken payment shall be recaptured by (1) prompt repayment by the recipient (or his estate or beneficiary) of the erroneous payments or (2) reduction in the amount of future payments from the Plan to the recipient (or a spouse or beneficiary of such recipient). To the extent determined in the discretion of the Board of Directors, or its delegate, and consistent with the applicable law, any reduction in future payments and/or repayments shall include an interest factor.

[128]Section 7. Limitation on Legal Actions

Notwithstanding any other provision of this Plan, no action may be commenced with respect to or arising out of any claim for benefits against the Plan (or the Directors or any of its or their agents) more than one hundred eighty (180) days after the Participant, Pensioner, Beneficiary or other individual, as the case may be ("Claimant") is first given a written notice of the denial of his or her appeal by the Benefits/Appeals Committee ("Committee") of the Board of Directors. Unless the Committee specifically determines otherwise, this period shall not be extended even if the Committee again considers the matter after the initial denial. This limitations period shall apply to all actions arising out of or relating to a claim for benefits including, but not limited to, any action under Section 502(a)(1)(B) of ERISA and any action under Section 502(a)(3) of ERISA to the extent said claim relates to the provision of benefits or rights under the Plan.

[129]Section 8. Mergers and Transfers of Assets and Liabilities

(a) Subject to Article X, Section 5 of the Plan, the Directors may merge other plans that are qualified under Section 401(a) of the Code (a "qualified plan") into this Plan. In addition, the Directors may transfer assets and/or liabilities of this Plan to other qualified plans or provide for the receipt of assets and/or liabilities from other qualified plans.

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[127] ADDED – Amendment XXXI, August 23, 2000, retroactively effective August 5, 1997.
[128] ADDED – Amendment XXVI, August 25, 1999, effective August 25, 1999, for appeals first denied on or after such date.
[129] ADDED – Amendment XXXI, August 23, 2000, effective August 23, 2000.

(b) In the case of a plan merger or the receipt of liabilities, the benefits of Participants affected by such transaction may be set forth or more exhibits to this Plan. All such exhibits may be amended in accordance with the rules set forth in Article VIII of the Plan otherwise applicable to Article VII.

(c) In the case of a transfer of any liabilities to another qualified plan, the transfer shall operate as a complete discharge of this Plan, as well as the Directors and all other parties, of all liabilities and obligations of this Plan (including Account balance and accrued benefits as of the date of transfer) to persons whose liabilities were transferred to the other plan, excluding liabilities for benefits earned on or after the date of the transfer, if any. In addition, no liability shall be transferred to another plan unless the other plan has executed a written agreement with this Plan to assume the liabilities so transferred and to preserve all accrued benefits of this Plan in accordance with Section 411(d)(6) of the Code.

d) If the Plan transfers liabilities to another qualified plan, all of the Participant's Credited Service and Qualified Years shall be deemed forfeited for all purposes under this Plan. If the person earns additional benefits under this Plan on or after the date of transfer, the person shall be treated as if he had not participated in the Plan prior to the transfer, except that the person may retain credit for his Vesting Years and Vesting Hours, subject to the applicable break in service and forfeiture rules in Article II, Section 2. Accordingly, except for vesting purposes, the person's earlier service shall not count for any purpose, including without limitation eligibility for an early retirement pension or disability pension or the applicable rate of allocations.

(e) In the case of any merger or transfer of assets or liabilities, no Participant or Beneficiary's accrued benefit can be lower immediately after the effective date of the merger or transfer than the accrued benefits immediately before that date, in each case taking into account the accrued benefits under both plans.

[130]Section 9. Arbitration of Participant Claims

Any controversy or claim made on or after November 1, 2004, resulting from the denial, in whole or in part, by the Committee of any Claimant's claim for benefits under this Plan and/or claims for breach of fiduciary duties (other than such claims brought by Directors) shall be resolved by arbitration administered by the American Arbitration Association ('AAA') under its Employee Benefit Plan Claims Arbitration Rules, incorporated by reference herein. The decision of the arbitrator shall be final and binding and judgment on the award may be entered in any court having jurisdiction. The arbitrator shall be selected from a list of nine potential arbitrators chosen from the National Panel of Employee Benefit Plan Claims Arbitrators. The Claimant and the Plan shall have alternating rights to strike the name of a potential arbitrator from the list until the name of only one arbitrator remains. The party that strikes first shall be determined by coin toss and each party shall then alternately strike until only one name is left and he or she shall be the arbitrator selected. The Claimant and the Plan shall each have the opportunity to reject one entire list of arbitrators and request a new list. The arbitration shall be commenced by filing a demand for arbitration with the AAA within the time period set forth in Article VII, Section 7. The arbitration shall be conducted in Los Angeles, California, and shall follow the procedures of the AAA. The arbitrator shall apply the same standard in reviewing the Committee's decision that a court would apply under similar circumstances in reviewing the denial of a claim.

Except as provided below, each of the parties to the arbitration shall bear its own attorneys fees and costs, except as provided with respect to claims against Directors in Part II – Administration (Article X, Section

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[130] ADDED – Amendment LXII April 27, 2005, retroactively effective November 1, 2004. (Section 9 was added.)

5 of the Pension Plan), although the arbitrator shall have the ability to award attorney's fees and costs in accordance with Section 502(g)(1) of ERISA. The cost of the arbitrator's fee and any administrative expenses charged by AAA shall be paid by the Plan.

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ARTICLE VIII

AMENDMENT

Section 1. Amendment by Parties

Articles I, II, IV, V, VI and VII and Exhibit A of this Plan may be amended in any respect, not specifically prohibited by Section 3 of this Article, from time to time by written instrument duly approved and executed by seventy-five percent (75%) in number of the individual Directors in office at the time, and this Plan may be amended in any respect, not specifically prohibited by Section 3 of this Article, from time to time by written instrument duly approved and executed by seventy-five percent (75%) in number of the individual Directors in office at the time, ratified and approved in writing by at least fifty-one percent (51%) of the individual Employer Parties (who at the time were obligated to make contributions to the Fund within the thirty (30) day period prior thereto and are not at the time delinquent as to contribution payments hereunder), and by at least fifty-one percent (51%) of the individual Union parties at the time. Upon ratification and approval by the last required signature thereto any such instrument constituting an amendment shall be annexed hereto. If such amendment does not by its own terms fix the effective date thereof, then the Directors in their sole discretion shall have full power to fix such effective date by resolution provided that in such event such effective date shall not be a date prior to the ratification and approval by the last required signature thereto.

Section 2. Amendment by Other Means

This Plan may also be amended other than as set forth in Section 1 of this Article in any manner and by any method which is expressly set forth and provided for in some other Section of this Plan.

Section 3. Limitation on Right of Amendment

No amendment may be adopted which will alter the basic principles of this Plan or be in conflict with the then existing Collective Bargaining Agreements between the Employers and the Unions hereunder, or be contrary to any other applicable law or governmental rule or regulation. No amendment may be adopted which will cause any of the assets of the Fund to be used for or diverted to purposes other than the payment of benefits to Pensioners or which will retroactively deprive any Participant or Pensioner of any benefit; except that any amendment may be made which is required to obtain or retain the approval of this Plan by the Internal Revenue Service under the Internal Revenue Code or the Franchise Tax Board under the California Revenue and Taxation Code, as either are now in effect or hereafter amended, so that any contributions made to this Plan by the Employers are deductible for federal income tax and franchise tax purposes.

[131]Section 4. Notification of Amendment

Whenever an amendment is adopted in accordance with this Article, a copy thereof shall be distributed to each Director, and the Directors shall notify any other necessary persons or parties and shall execute any necessary instrument or instruments in connection therewith.

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[131] AMENDMENT – Amendment XXVIII, December 15, 1999, effective January 1, 2000.

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ARTICLE IX

APPROVALS

This Plan as between the Employers, the Unions and the Participants is contingent upon and subject to obtaining and retaining such approval from the Internal Revenue Service and the Franchise Tax Board as may be necessary to establish the deductibility for federal income tax and franchise tax purposes of any and all contributions made by the Employers to the Fund; provided, however, that in the event this Plan after it is once established is discontinued by virtue of failure to obtain or retain the approvals set forth, the Employers shall not be entitled to recover any part of contributions theretofore made to the Fund.

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ARTICLE X

TERMINATIONS

Section 1. By the Directors

This Plan may be terminated by an instrument in writing executed and approved by each and every individual Director when there is no longer any obligation upon any Employer to make contributions to the Fund.

Section 2. By the Parties

This Plan may be terminated at any time by an instrument in writing duly executed by all parties hereto.

Section 3. Procedure on Termination

In the event of a termination or partial termination of this Plan all affected Participants shall thereupon become one hundred percent (100%) vested in the amounts in their Individual Accounts. Any Employer contributions held in the Trust which have not been allocated on the termination date shall be allocated as provided in Section 4 of Article IV as if the termination date were an Allocation Date. The Trustee shall thereafter, upon direction of the Directors, distribute to the Participants the amounts in such Participants' Individual Accounts subject, where applicable, to Section 403(d)(1) of ERISA and regulations of the Secretary of Labor thereunder as may affect allocation of assets upon termination of the Plan.

Section 4. Notification of Termination

Upon termination of the Plan in accordance with this Article the Directors shall forthwith notify the Unions, each Employer, the Trustee and all other necessary parties; and the Directors shall continue as Directors for the purpose of winding up the affairs of the Plan and the Fund, and may take any required action.

Section 5. Merger or Consolidation

Following the issuance of regulations or other determinations by the Pension Benefit Guaranty Corporation relating to mergers, consolidations and transfers of assets and liabilities of qualified trusts of multiemployer plans, this Plan and Trust shall not be merged or consolidated with, nor shall its assets or liabilities be transferred to any other plan except as permitted by and pursuant to such regulations or determinations of the Pension Benefit Guaranty Corporation.

[132]**Section 6. Termination of Individual Employer**

An Employer shall cease to be an Employer within the meaning of this Plan upon termination by the Directors or when it is no longer obligated to make contributions to the Fund.

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[132] ADDED – Amendment LX, December 20, 2004.

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PART II — ADMINISTRATION

The administration provisions of the Pension Plan (Part II - Articles IX through XIV) as in effect from time to time, are hereby incorporated by reference in this Plan.

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Motion Picture Industry Individual Account Plan
1993 Restated Trust Agreement
[Includes Amendments I through C]

IN WITNESS WHEREOF, the Directors have executed this Agreement this 28th day of April, 1993.

EMPLOYER DIRECTORS	UNION DIRECTORS
Richard E. Baker	Gene Allen
Jay R. Ballance	Russell Bartley
J. Nicholas Counter, III	Ron Cunningham
Pamela A. DiGiovanni	Frank A. Dickenson
Arthur J. Hutchins	Bruce C. Doering
Hank Lachmund	Harry J. Floyd
Richard P. Schonland	Ronald G. Kutak
Paul A. Westefer	Carmine A. Palazzo
Marshall Wortman	Mikele R. Padovich

MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

Restated 1993 Trust Agreement
(Inclusive of Amendments I through C)

EXHIBIT A (33)[1]

COMPOSITE PATTERN OF EMPLOYER RATE OF CONTRIBUTION

The following is a schedule of the composite rates of contribution required to be paid by all Employer parties to the Motion Picture Industry Individual Account Plan (the "IAP") and a schedule of the number of hours for which such contributions must be made for each of the various classes of participants on whose behalf contributions are required with respect to contributions due on and after August 1, 2000.

ARTICLE I - PARTICIPATING UNIONS

This schedule constitutes a composite Industry pattern of the rates of contributions provided for in the respective Collective Bargaining Agreements between the Employers and the Unions and Guilds which are parties to the IAP. The Unions are set forth in Article I, Section 29. of the Trust Agreement, as follows:

[2]**Section 1. Names of Unions**

1. International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (covering its Locals #44, #52, #80, #161, #600, #695, #700, #705, #706, #728, #729, #800, #839, #871, #884, and #892).
2. Studio Utility Employees, Local 724
3. Hotel and Restaurant Employees and Bartenders International Union, Local 11
4. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 78
5. Ornamental Plasterers and Cement Finishers International Association of the United States and Canada, Local 755
6. Security Police Fire Professionals of America, Local 100

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[1] AMENDED – Amendment XXXI, August 23, 2000, retroactively effective August 1, 2000.
AMENDED – Amendment XXXXIV, December 18, 2002, retroactively effective January 1, 2002.
AMENDED – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2013.
Renumbered 32 because of changes made in Amendment XC, December 22, 2016, retroactively effective August 1, 2015.

[2] AMENDED – Amendment XXXV, April 25, 2001.
AMENDED – Amendment XXXXIX November 20, 2003, effective January 1, 2004 (Paragraph 1 is changed).
AMENDED – Amendment LIX, December 20, 2004, effective January 1, 2005. (#1 was amended.)
AMENDED – Amendment LXVI, March 8, 2006, retroactively effective January 29, 2006 (Local 817 was added).
AMENDED – Amendment LXXIII, August 28, 2008, retroactively effective July 1, 2008 (Locals 790 and 847 merged into Local 800)
AMENDED – Amendment LXXX, October 28, 2010, retroactively effective August 1, 2010 (Local 683 merged into Local 700).
AMENDED – Amendment LXXXIV, October 31, 2013 (items 1 and 9 were amended).
AMENDED – Amendment LXXXV, February 27, 2014, item 6 is retroactively effective February 16, 2013; and new item 13 is retroactively effective December 19, 2013.
AMENDED – Amendment XCIII, August 29, 2019, retroactively effective June 1, 2017 (Local 537).
AMENDED – Amendment XCIV, February 27, 2020, retroactively effective September 1, 2019 (Local 55)

7. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 399
8. International Brotherhood of Electrical Workers, Local 40
9. United Service Workers West, Service Employees International Union (formerly SEIU Local 1877 and SEIU Local 399).
10. Studio Security and Fire Association—The Warner Bros. Studio Facilities
11. Office and Professional Employees International Union, Local 174
12. International Brotherhood of Teamsters, Theatrical, Radio, Television, Field Equipment, Sound Tracks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local 817.
13. California Teamsters Public, Professionals and Medical Employees, Local 911
14. Office and Professional Employees International Union, Local 537
15. Security Police Fire Professionals of America, Local 55
16. Any other union which shall become a party to this Plan and which has executed a Collective Bargaining Agreement with an Employer.

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ARTICLE II. CONTRIBUTION REQUIREMENTS

[3]Section 1. Contribution Requirements - Union Groups

Contributions to the IAP by Employers whose Employees work for such Employers within any job classification covered by a Collective Bargaining Agreement between such Employer and either a Union or Guild named herein shall be made as follows:

(a) (1) In accordance with Article III, Sections 1 and 2 of the Trust Agreement regarding the Rate and Period of Contributions and subject to Article III, Section 1(b) of this Exhibit A, the Employer shall, for the period commencing August 1, 2021, to and including July 31, 2024, pay into the IAP the amounts set forth in subsections (b) and (c) below, for each work hour guaranteed Employee by such Employer or each hour worked by Employee for such Employer, whichever is greater, on or after August 1, 2021 to and including July 31, 2024, under the terms of such agreement, including straight time and overtime hours on any day worked.

Where a minimum call is applicable and the Employee works less than the minimum call, then the minimum call shall constitute time worked. Employees subject to such agreement employed for full weeks under guaranteed weekly salary schedules shall be contributed for and credited with not less than the hours guaranteed the Employees under such guaranteed weekly salary schedule. In the event such Employee (other than an "on call" or other salaried, exempt Employee) works in excess of such applicable number of hours guaranteed in such weekly schedule, then additional contributions shall be made for such excess hours worked.

For the purpose of this provision, for the sixth and/or seventh day not worked on distant location, contributions for Employees (other than "on call" or other salaried, exempt Employees) shall be based on eight (8) hours for each day, unless otherwise provided in the applicable Collective Bargaining Agreement.

Except as provided in the next paragraph, for the purpose of this provision, studio, nearby and distant location employment under "on call" weekly salary schedules shall be considered as a guarantee of twelve (12) hours per day during any partial workweek, fifty-six (56) hours during any five-day workweek, sixty-three (63) hours during any six-day workweek and seventy-one (71) hours during any seven-day workweek.

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[3] AMENDED – Amendment XXXI, August 23, 2000, retroactively effective August 1, 2000.
Section 1 is AMENDED in its entirety, Amendment XXXXVI, May 23, 2003, effective August 3, 2003.
AMENDED – Amendment LXVI, March 8, 2006, retroactively effective January 29, 2006 (Numbering changed, and section (a)(2) was added).
AMENDED – Amendment LXXII, June 26, 2008, retroactively effective August 1, 2006.
AMENDED – Amendment LXXIX, July 1, 2010, retroactively effective August 1, 2009.
AMENDED – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2012.
AMENDED – Amendment LXXXIV, October 31, 2013 (third paragraph is amended).
AMENDED – Amendment XC, December 22, 2016, Section 1(a)(1) is amended retroactively effective August 1, 2015.
AMENDED – Amendment XCII, June 27, 2019, retroactively effective July 29, 2018, Section 1(a)(1).
AMENDED – Amendment C, October 13, 2022, retroactively effective August 1, 2021, Article II, Section 1(a)(1).

However, effective July 29, 2018 with respect to employment under the Producer - I.A.T.S.E. and M.P.T.A.A.C Basic Agreement, studio, nearby and distant location employment under "on call" weekly salary schedules shall be considered as a guarantee of twelve (12) hours per day during any partial workweek, sixty (60) hours during any five-day workweek, seventy-two (72) hours during any six-day workweek and eighty-four (84) hours during any seven-day workweek. Effective July 31, 2022, studio, nearby and distant location employment under "on call" weekly salary schedules shall be considered as a guarantee of: thirteen (13) hours per day during any partial workweek, sixty-five (65) hours per week during any five-day workweek, seventy-seven (77) hours per week during any six-day workweek, and eighty-nine (89) hours per week during any seven-day workweek. Effective July 30, 2023, studio, nearby and distant location employment under "on call" weekly salary schedules shall be considered as a guarantee of: fourteen (14) hours per day during any partial workweek, seventy (70) hours per week during any five-day workweek, eighty-two (82) hours per week during any six-day workweek, and ninety-four (94) hours per week during any seven-day workweek. Such guaranteed hours shall also apply to employment under any other Collective Bargaining Agreement (including related side letters) that provides such hours ; provided, however, that if such other Collective Bargaining Agreement provides different guaranteed hours of employment, the provisions of such other Collective Bargaining Agreement shall apply to employees covered by that Collective Bargaining Agreement.

In all cases, for the sixth day not worked on distant location, contributions for "on call" or other salaried, exempt employees shall be based on seven (7) hours. For the seventh day not worked on distant location, contributions for "on call" or other salaried, exempt Employees shall be based on eight (8) hours.

In all cases, contributions for "on call" or other salaried, exempt Employees shall be based on such number of guaranteed hours only.

[4](2) Notwithstanding the foregoing, and only in the case of freelance casting directors and freelance associate casting directors defined in Article I, Section 12.(a)(3)(I) of the Trust Agreement, effective October 1, 2015, in accordance with (c)(5) below, contributions for such "on call" Employees shall be based on sixty (60) hours per week; provided, however, that for such Employees employed on a weekly schedule, who work a partial workweek [i.e., less than five (5) days], contributions shall be based on twelve (12) hours, for each day worked.

[5](3) Notwithstanding the foregoing, and only in the case of freelance unit publicists defined in ARTICLE I, Section 12(a)(3)(B)(3) of the Trust Agreement effective June 3, 2007, to and including August 1, 2015, who are hired in New York, New Jersey, Connecticut, Baltimore, Washington, D.C., Cook County, Illinois, Georgia, Louisiana, New Mexico, Massachusetts, Rhode Island or Pennsylvania to work in the United States, its territories, or Canada under a Collective Bargaining Agreement between an Employer and I.A.T.S.E. or Local 600 thereof, the percentage contribution to the Individual Account Plan on behalf of each employee employed hereunder shall be applied to the rate individually negotiated by the employee.

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[4] AMENDED – Amendment XC, December 22, 2016, Section 1(a)(2) is amended retroactively effective August 1, 2015.

[5] ADDED – Amendment LXXXVIII, November 4, 2015, retroactively effective June 3, 2007.

[6](b) Effective July 29, 2012 to and including July 31, 2021, the Employer shall pay into the IAP $.305 for each hour described in subsection (a) above with respect to Employees subject to a Collective Bargaining Agreement that provides for such contribution to the IAP and does not provide for a contribution to the Health Plan pursuant to Exhibit A, Article II, subsection 1.B.9 of the Health Plan of an hourly contribution of $.305 per hour.

[7](c) (1) Except as set forth below, with respect to hours worked or guaranteed under the Producer–I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement, in accordance with Article III, Sections 1 and 2 of the IAP, the Employer shall pay into the IAP:

(i) 1% of applicable scale Regular Basic Hourly Rate of pay for each hour described in subsection (a) above during the period commencing August 4, 1996, to and including March 28, 1998,

(ii) 2% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing March 29, 1998, to and including May 29, 1999,

(iii) 3% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing May 30, 1999, to and including August 4, 2001,

(iv) 3.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 5, 2001, to and including August 3, 2002,

(v) 4% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 4, 2002, to and including July 31, 2004,

(vi) 4.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 1, 2004, to and including July 30, 2005,

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[6] AMENDED – Amendment LXVII, June 28, 2006. Effective August 1, 2006, Section 1.(b) of Article II of Exhibit A is modified.
AMENDED – Amendment LXXIX, July 1, 2010. Retroactively effective August 1, 2009, Article II, Section 1(b) is amended.
AMENDED – Amendment LXXXI, April 28, 2011. Section 1.(b) of Article II of Exhibit A is modified.
AMENDED – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2012.
AMENDED – Amendment XC, December 22, 2016, retroactively effective August 1, 2015.
AMENDED – Amendment XCII, June 27, 2019, retroactively effective August 1, 2018, Section 1(b).

[7] AMENDED – Amendment LXVII, June 28, 2006. Effective August 1, 2006, Section 1.(c)(1) of Article II of Exhibit A is modified.
AMENDED – Amendment LXXIX, July 1, 2010. Retroactively effective August 1, 2009, Article II, Section 1(c) is modified.
AMENDED – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2012.
AMENDED – Amendment XC, December 22, 2016, Section 1(c) is retroactively effective August 1, 2015.
AMENDED – Amendment XCII, June 27, 2019, retroactively effective July 29, 2018, Section 1(c) in its entirety.
AMENDED – Amendment C, October 13, 2022, Section 1(c)(1) is amended retroactively effective August 1, 2021.

(vii) 5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 31, 2005, to and including July 28, 2007,

(viii) 5.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 29, 2007, to and including August 2, 2008,

(ix) 6% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 3, 2008, to and including July 28, 2018,

(x) 6% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 29, 2018, to and including July 31, 2024, except to the extent re-allocated in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan.

[8](2) With respect to hours worked or guaranteed under the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement, in lieu of the amounts described in paragraph (1) above, in accordance with Article III, Sections 1 and 2 of the IAP, the Employer shall pay into the IAP:

(i) 1% of applicable scale Regular Basic Hourly Rate of pay for each hour described in subsection (a) above during the period commencing September 29, 1996, to and including May 30, 1998,

(ii) 2% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing May 31, 1998, to and including July 31, 1999,

(iii) 3% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 1, 1999, to and including September 29, 2001,

(iv) 3.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing September 30, 2001, to and including September 28, 2002,

(v) 4% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing September 29, 2002, to and including November 27, 2004,

(vi) 4.5% of such Compensation for each Credited Hour during the period commencing November 28, 2004, to and including December 3, 2005,

(vii) 5% of such Compensation for each Credited Hour during the period commencing December 4, 2005, to and including September 29, 2007,

(viii) 5.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing September 30, 2007, to and including September 27, 2009,

[8] AMENDED – Amendment C, October 13, 2022, Section 1(c)(2) is amended retroactively effective August 1, 2021.

(ix) 6% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing September 28, 2009, to and including September 30, 2018, and

(x) 6% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing October 1, 2018 to and including September 30, 2024, except to the extent re-allocated in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan.

(3) With respect to hours worked or guaranteed under the A.I.C.P.–I.A.T.S.E. Television Commercial Agreement, in accordance with Article III, Sections 1 and 2 of the IAP, the Employer shall pay into the IAP:

(i) 1% of applicable scale Regular Basic Hourly Rate of pay for each hour described in subsection (a) above during the period commencing November 1, 1996, to and including May 30, 1998,

(ii) 2% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing May 31, 1998, to and including July 31, 1999,

(iii) 3% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 1, 1999, to and including August 4, 2001,

(iv) 3.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 5, 2001, to and including August 3, 2002,

(v) 4% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 4, 2002, and

(vi) Any negotiated percentage subsequent to July 31, 2003, as may be reflected in subsection (c)(1) shall also apply under this subsection (c)(3) as of the same date and amount set forth in subsection (c)(1).

[9](4) With respect to hours worked or guaranteed under the Collective Bargaining Agreements with the Operative Plasterers and Cement Finishers' International Association of United States and Canada, Local #755; the Studio Utility Employees, Local #724; the International Brotherhood of Electrical Workers, Local #40; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78; and the International Brotherhood of Teamsters, Local #399, in accordance with Article III, Sections 1 and 2 of the IAP, the Employer shall pay into the IAP:

(i) 1% of applicable scale Regular Basic Hourly Rate of pay for each hour described in subsection (a) above during the period commencing August 3, 1997,

[9] AMENDED – Amendment C, October 13, 2022, Section 1(c)(4) is amended retroactively effective August 1, 2021.

to and including March 27, 1999, provided that in the case of transportation coordinators, the rate shall be 30¢/hour,

(ii) 2% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing March 28, 1999, to and including June 2, 2000, provided that in the case of transportation coordinators, the rate shall be 60¢ hour, and

(iii) 3% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing June 3, 2000, to and including August 3, 2002, provided that

(A) in the case of transportation coordinators, the rate shall be 90¢/hour for each such hour to and including July 28, 2001, and

(B) in the case of such transportation coordinators, and stunt and blind drivers, ramrods and trainers (domestic livestock), for the period commencing July 29, 2001 to and including August 3, 2002, the rate shall be 93¢/hour,

(iv) 3.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 4, 2002, to and including August 2, 2003, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $1.085/hour,

(v) 4% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 4, 2003, to and including July 31, 2004, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $1.24/hour,

(vi) 4.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 1, 2004, to and including July 30, 2005, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $1.42/hour,

(vii) 5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 31, 2005, to and including July 27, 2007, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $1.61/hour,

(viii) 5.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 28, 2007, to and including August 1, 2009, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $1.83 per hour from July 29, 2007 to August 2, 2008 and $1.88 per hour from August 3, 2008 through August 1, 2009,

(ix) 6% of applicable scale Regular basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 2, 2009,

to and including July 30, 2016, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.12 per hour,

(x) 6.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 31, 2016 to and including July 29, 2017, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.30 per hour,

(xi) 7% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 30, 2017 to and including July 28, 2018, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.47 per hour,

(xii) 7% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing July 29, 2018 to and including August 3, 2019, except to the extent re-allocated in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.55 per hour,

(xiii) 7.5% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 4, 2019 to and including August 1, 2020, except to the extent re-allocated in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.73 per hour, and

(xiv) 8% of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period commencing August 2, 2020 to and including July 31, 2024, except to the extent re-allocated in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan, provided that in the case of transportation coordinators, stunt and blind drivers, ramrods and trainers (domestic livestock), the rate shall be $2.91 per hour.

[10](5) With respect to freelance casting directors and freelance associate casting directors defined in Article I, Section 12(a)(3)(I) of the Trust Agreement, the Employer shall pay into the IAP:

(i) 1% of the "weekly base rate," for each full workweek of employment, effective January 28, 2007 to and including January 26, 2008;

(ii) 2% of the "weekly base rate," for each full workweek of employment, effective January 27, 2008 to and including September 27, 2008;

(iii) 3% of the "weekly base rate," for each full workweek of employment, effective September 28, 2008 to and including October 2, 2010;

[10] AMENDED – Amendment C, October 13, 2022, retroactively effective August 1, 2021.

(iv) 4% of the "weekly base rate," for each full workweek of employment, effective October 3, 2010 to and including October 1, 2016;

(v) 4.5% of the "weekly base rate" for freelance casting directors and 4% of the "weekly base rate" for freelance associate casting directors for each full workweek of employment, effective October 2, 2016 to and including September 30, 2017;

(vi) 5% of the "weekly base rate" for freelance casting directors and 4% of the "weekly base rate" for freelance associate casting directors for each full workweek of employment, effective October 1, 2017 to and including September 30, 2023 for freelancing casting directors and October 1, 2022 for freelance associate casting directors;

(vii) 5% of the "weekly base rate" for freelance associate casting directors for each full workweek of employment, effective October 1, 2022 to and including September 30, 2023; and

(viii) 6% of the "weekly base rate" for freelance casting directors and freelance associate casting directors for each full workweek of employment, effective October 1, 2023.

During the period from January 28, 2007 to and including October 1, 2011, "weekly base rate" shall mean $2,500.00 in the case of freelance casting directors employed on theatrical motion pictures; $2,000.00 in the case of freelance casting directors employed on television motion pictures; and $700.00 in the case of freelance associate casting directors. During the period from October 2, 2011 to and including September 29, 2012, "weekly base rate" shall mean $2,900.00 in the case of freelance casting directors employed on theatrical motion pictures; $2,400.00 in the case of freelance casting directors employed on television motion pictures; and $735.00 in the case of freelance associate casting directors. In addition, "weekly base rate" shall mean $2,960 effective September 30, 2012, $3,020 effective September 29, 2013 and $3,080 effective September 28, 2014 in the case of freelance casting directors employed on theatrical motion pictures; $2,450 effective September 30, 2012, $2,500 effective September 29, 2013 and $2,550 effective September 28, 2014 in the case of freelance casting directors employed on television motion pictures; and $800.00 in the case of freelance associate casting directors effective September 29, 2013; $900.00 in the case of freelance associate casting directors effective September 30, 2018; and $1,000.00 in the case of freelance associate casting directors effective September 29, 2019. The "weekly base rate" for freelance casting directors on theatrical motion pictures or on High Budget SVOD Programs to which theatrical terms and conditions apply under the Casting Directors Agreement shall be $3,500 effective October 2, 2022. The "weekly base rate" for freelance casting directors employed on television or on High Budget SVOD programs (other than ones to which theatrical terms and conditions apply) shall be $2,800 per week effective October 2, 2022. The weekly base rate for freelance associate casting directors employed on television or on High Budget SVOD Programs (other than ones to which theatrical terms and conditions apply) shall be based on the scale regular basic hourly rate for all hours worked or guaranteed effective May 29, 2022. The

weekly base rate for freelance associate casting directors employed on theatrical motion pictures or on High Budget SVOD Programs to which theatrical terms and conditions apply shall be $1,500 effective October 2, 2022. All contributions described in this paragraph (5) due on or after August 1, 2018 are subject to re-allocation in accordance with Exhibit A, Article IV, Section 1.G of the Motion Picture Industry Health Plan,

[11](6) With respect to hours worked or guaranteed by a Script Coordinator or Writers' Room Assistant subject to the IATSE Basic Agreement, the Employer shall pay into the IAP:

(i) 1% of the scale regular hourly rate of pay for all hours worked or guaranteed during the period February 3, 2019 to and including February 1, 2020;

(ii) 2% of the scale regular hourly rate of pay for all hours worked or guaranteed during the period February 2, 2020 to and including January 30, 2021; and

(iii) 3% of the scale regular hourly rate of pay for all hours worked or guaranteed during the period January 31, 2021 to and including July 31, 2024.

(7) With respect to hours worked or guaranteed under any other Collective Bargaining Agreement that requires Compensation based contributions in amounts and/or dates that differ from those in paragraph (1) above, in accordance with Article II, Sections 1 and 2 of the IAP, the Employer shall pay into the IAP that percentage of applicable scale Regular Basic Hourly Rate of Pay for each hour described in subsection (a) above during the period specified in such agreement.

(8) In the case of an "on call" Employee, the rate of pay shall be the "on call" rate. Notwithstanding the foregoing, the rate of pay for the sixth and/or seventh day not worked on distant location by an "on call" Employee shall be one-sixth (1/6) of the scale "on call" weekly rate.

(9) In addition, subject to the definition of Compensation in Article I, Section 7A of the IAP, the amount of pay taken into account for an Employee by an Employer shall not exceed $200,000 (as adjusted by law) per Computation Year.

(10) Notwithstanding the foregoing, prior to July 31, 2000, no contributions shall be required under this Section 1(c) for idle days (whether or not the Employee is an "on call" Employee), provided that contributions shall be required under Section 1(b) for such idle day for the hours described in Section 1(a) (as if such rules applied prior to July 31, 2000).

[12](d) This subsection (d) applies if a Sideletter (as defined below) that is approved by the Plan on or before March 31, 2014 provides that a particular Employee will participate in, and contributions

[11] AMENDED – Amendment C, October 13, 2022, Section 1(c)(6) is amended retroactively effective August 1, 2021.
[12] ADDED – Amendment XXXXV, April 23, 2003, effective May 1, 2003.

will be made to, his or her home pension and health plans with respect to employment by a specified Employer ("Applicable Employer") on one or more specified projects (or all projects) in lieu of this Plan, the Motion Picture Industry Pension Plan, and the Motion Picture Industry Health Plan (the "MPI Plans"). In that case, then in accordance with and subject to the Sideletter, the Applicable Employer shall not contribute to this Plan on behalf of such Employee with respect to the Employee's employment on the project(s) specified by the Sideletter. A Sideletter is a Collective Bargaining Agreement (an addendum thereto), together with any applicable employee election forms, that (i) is between the Employer and an I.A.T.S.E. local Union or a Basic Crafts local Union (that is named in paragraph (2), (4), (5), (7) or (8) of the definition of "Union" in Article I, Section 1 of this Exhibit) and (ii) meets the conditions set forth I resolutions adopted by the Directors of the MPI Plans. Such Applicable Employer shall continue to contribute on behalf of all other Employees. This sub-section (d) shall not apply to any employee who was not approved to have contributions made to the Plan under this provision on or before March 31, 2014.

[13](e) This subsection (e) applies if a Sideletter (as defined below) that is approved by the Plan on or before March 31, 2014 provides that the particular employee who would otherwise participate in, and have contributions made to, other pension and/or health plans (the "away plans") with respect to employment in the Industry by a specified employer pursuant to a collective bargaining agreement on one or more specified projects (or all projects) will instead participate in one or more of the MPI Plans (as defined in subsection (d) above). [In that case, then in accordance with and subject to Section 1(a)(6) of Article II of the Plan and the Sideletter, the particular employee shall be an Employee hereunder and the specified employer and union to said Sideletter will be considered an Employer and Union, respectively, solely with respect to said specified Employee(s).] Notwithstanding Section 1(a) above, said Employer will be required to contribute only for the hours set forth in the Sideletter with respect to said Employee(s), provided that the Employer must contribute for each work hour guaranteed Employee by such Employer or each hour worked by Employee for such Employer, whichever is greater, under the terms of such Sideletter and related agreements, including straight time and overtime hours on any day worked. Subject to the preceding sentence, Compensation based Contributions shall only be required under Section 1(c)(5) to the extent set forth in the Sideletter. Except for employee(s) specified in the Sideletter, said Employer shall not contribute on behalf of any other employees of said Employer covered by the applicable collective bargaining agreement. A Sideletter is a collective bargaining agreement (or addendum thereto), together with any applicable employee election forms, that (i) is between the employer and an I.A.T.S.E. local union and (ii) meets the conditions set forth in resolutions adopted by the Directors of the Plan. This sub-section (e) shall not apply to any employee who was not approved to have contributions made to the Plan under this provision on or before March 31, 2014.

Section 2. <u>Nonaffiliated Employee Groups</u>

(a) The contribution of an Employer required under Section 3. below shall apply to an Employer which designates a group of its Employees pursuant to Article I. Section 12(a)(1)(B),(C),(D) and (E) of the Trust Agreement as eligible Employees under this IAP and to Employees from such

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AMENDED – Amendment LI, March 25, 2004, retroactively effective September 22, 2003, Article II, Section 1(d).
AMENDED – Amendment LXXXVI, February 27, 2014, effective April 1, 2014.

[13] ADDED – Amendment LVII, December 20, 2004, retroactively effective January 1, 2004.
AMENDED – Amendment LXV, December 21, 2005, effective December 21, 2005.
AMENDED – Amendment LXXXVI, February 27, 2014, effective April 1, 2014.

groups of Employees where such group of Employees is not covered by one of such collective bargaining agreements. In such case, the Employer's rate of contribution under the terms of the IAP shall be such rates as will form a consistent pattern with the obligations to make contributions of the Employers governed by Article II, Section 1 hereof.

[14](b) Subject to Article I. Section 12(a)(1)(B),(C),(D) and (E) of the Trust Agreement, such nonaffiliated Employees are:

[15](1) An employee of this IAP, or the Motion Picture Industry Pension Plan, or the Motion Picture Industry Health Plan, any Union, the Alliance, The Entertainment Industry Foundation, the Contract Services Administration Trust Fund, CSATF, LLC, the Directors Guild of America Contract Administration, or the Directors Guild—Producer Training Plan;

(2) Eligible executive producers, producers, and associate producers as defined in and covered by a Producers Group Designation:

[16](3) Production accountants as defined in and covered by a Production Accountant Group Designation; and

(4) Post-production supervisors as defined in and covered by a Post-production Supervisors Group Designation; and

(5) Any other Employee who is not described in subparagraphs (1), (2), or (3) above and who is not included within a unit covered by a collective bargaining agreement, as set forth in a Nonaffiliate Group Agreement.

[17]Section 3. Contribution Requirements – Nonaffiliated Groups

Subject to Section 4. below (regarding Controlling Employees), this Section 3 sets forth the contribution requirements for nonaffiliated Employees described in Section 2. above.

(a) For all such Employees who are on the active payroll and who are classified by their Employer as exempt from the overtime provisions of the Fair Labor Standards Act, as amended, under the executive, administrative, professional or outside salesperson exemptions contributions shall be made for sixty (60) hours per week, except for such exempt Employees employed by this Plan, the Motion Picture Industry Health Plan, the Motion Picture Industry Pension Plan, any Union, the

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[14] AMENDED – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2012, in its entirety.

[15] AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article II, Section 2(b)(1).
AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective June 1, 2021.

[16] AMENDED – Amendment XXI, October 28, 1998, retroactively effective September 20, 1998.
AMENDED – Amendment XXXXIV, December 18, 2002, effective January 1, 2003.

[17] Section 3. REPLACED in its entirety – Amendment LXXXIII, October 31, 2013, retroactively effective July 29, 2012
Section 3. REPLACED in its entirety – Amendment XC, December 22, 2016, retroactively effective August 1, 2015.
Section 3. REPLACED in its entirety – Amendment XCII, June 27, 2019, retroactively effective August 1, 2018.
Section 3(a) AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective June 1, 2021.

Alliance of Motion Picture and Television Producers, The Entertainment Industry Foundation, the Contract Services Administration Trust Fund, CSATF, LLC, the Directors Guild of America Contract Administration, or the Directors Guild—Producer Training Plan for whom contributions shall be made for fifty-six (56) hours per week.

If vacation is taken in increments of less than one week, 11.2 hours may be deducted for each day of vacation. Notwithstanding the above, if the Employee's compensation is less than $250 for any week, the Employer shall only make contributions for such week for a number of hours (rounded down, if such number is not a whole number) equal to sixty (60) hours or fifty-six (56) hours, whichever is applicable, multiplied by a fraction, the numerator of which is the employee's compensation for the week and the denominator of which is $250 (the $250 amount set forth above shall be adjusted to reflect any changes in the salary test set forth in the regulations issued pursuant to the Fair Labor Standards Act).

(1) Contributions shall also be made for each hour described in subparagraph (a) above for all nonaffiliated Employees of the Health Plan, the Motion Picture Pension Plan or Motion Picture Industry Individual Account Plan who were employed by one of such Employers on December 31, 1993, as well as for all Information Technology Department computer software employees who were employed by one of such Employers and contributed on at the fifty-six hour rate as of December 31, 2006.

(2) Effective January 1, 2003, for all such Employees described subparagraph (a) above who are production accountants as defined in and covered by a Production Accountants Designation Agreement, and provided a written agreement exists between the production accountant and the Employer that provides for a six or seven day workweek, contributions shall be made as follows: (1) at the rate of sixty-three (63) hours per week for a six-day workweek or seventy-one (71) hours for a seven-day workweek, and (2) effective March 24, 1996, for the sixth day not worked on distant location, contributions for "on call" employees shall be made for seven (7) hours and for the seventh day not worked on distant location, contributions for "on call" employees shall be made for eight (8) hours.

(b) For all other nonaffiliated Employees, effective July 25, 2004, contributions shall be made for the actual number of hours worked or guaranteed, whichever is greater. Notwithstanding the foregoing, the Employer shall not make contributions for an Employee for any day for a number of hours (rounded down, if such number is not a whole number) in excess of the compensation paid to the Employee for that day divided by the federal minimum wage rate.

(c) Contributions by Employers on behalf of nonaffiliated Employees shall be made as follows:

(1) Effective August 1, 2000 to and including July 28, 2012, the Employer shall pay into the Plan $.305 for each hour described in subsections (a) and (b) above. Effective July 29, 2012 to and including October 20, 2018, the Employer shall pay into the Plan $.305 for each hour described in subsections (a) and (b) above for which contributions are being made to the Retired Employees Fund of the Motion Picture Industry Health Plan, but not the Active Employees Fund of such Plan.

[18](2) The following contribution requirements shall apply to the nonaffiliated Employees set forth in paragraphs (A) and (B) below:

(A) For production accountants as defined in and covered by a Production Accountants Designation Agreement, the Employer shall pay into the Plan the rates set forth in Section 1(c)(1). For this purpose, the Regular Basic Hourly Rate shall be set forth in the applicable Production Accountants Designation Agreement.

(B) This paragraph (B) applies only to Employees of the IAP, the Pension Plan, the Unions, the Alliance, the Motion Picture Industry Health Plan, The Entertainment Industry Foundation and Contract Services Administration Trust Fund, CSATF, LLC, the Directors Guild of America Contract Administration, and the Directors Guild—Producer Training Plan, except that it shall not apply to those Employers who are party to the Plan on August 1, 1996 unless they elect, in accordance with Article I, Section 7A of the Trust Agreement, that this paragraph (B) shall apply. With respect to each Nonaffiliate Employee of such Employer, the Employer shall pay into the IAP:

(i) 1% of Compensation during the period commencing August 4, 1996, to and including March 28, 1998,

(ii) 2% of Compensation during the period commencing March 29, 1998, to and including May 29, 1999,

(iii) 3% of Compensation during the period commencing May 30, 1999, to and including August 4, 2001,

(iv) 3.5% of Compensation during the period commencing August 5, 2001, to and including August 3, 2002,

(v) 4% of Compensation during the period commencing August 4, 2002, to and including July 31, 2004,

(vi) 4.5% of such Compensation during the period commencing August 1, 2004, to and including July 30, 2005,

(vii) 5% of such Compensation during the period commencing July 31, 2005, to and including July 28, 2007,

(viii) 5.5% of such Compensation during the period commencing July 29, 2007, to and including August 2, 2008, and

(ix) 6.0% of such Compensation during the period commencing August 3, 2008, to and including July 31, 2024.

Subject to Article I, Section 7A of the Trust Agreement, "Compensation" as used in this paragraph (B) shall mean the Employee's compensation reported on Form W-2 together with any amount contributed to a plan qualifying under Sections 125 or 401(k) of the Code as salary reduction contributions. In addition, the amount of

[18] Section 3(c)(2)(B) AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective June 1, 2021. Section 3(c)(2)(B) AMENDED – Amendment C, October 13, 2022, retroactively effective August 1, 2021.

compensation taken into account for an Employee by an Employer shall not exceed $200,000 (as adjusted by law) per Plan Year.

[19]**Section 4. Controlling Employees**

[20](a) Contributions by Employers which are privately held corporations, limited liability companies ("LLC"), or other eligible business entities, on behalf of any Controlling Employee shall be made at the composite rates set forth in Article II, Section 1(b), above as set forth below. A Controlling Employee of an Employer described in the preceding sentence shall mean any Employee (excluding any Employee described in Section 2(b)(1) above regarding named Employers), which Employee is also a shareholder of the corporation or member of the LLC or is an officer of the Employer or the spouse of such a shareholder, member, or officer, or is similarly situated as an employee or spouse of any other eligible business entity, and is not the only Employee of the Employer who works under an applicable collective bargaining agreement. The Employer of such Controlling Employee shall be called a Controlled Employer. For purposes of this provision, "privately held corporations or limited liability companies" include any such entities whose shares are not publicly traded on a securities exchange or over the counter market.

Effective September 1, 2002, as set forth in Article II, Section 1(a)(4), certain directors of photography (whether or not they previously participated in the Plan) who do not, and have not, performed work for the Controlled Employer under any Collective Bargaining Agreement (other than the Television Commercials Production Contract, Northeast Corridor and Outer Region, between A.I.C.P. and I.A.T.S.E. #600) shall not be a Employees, Controlling Employees or Participants in the Plan for the Controlled Employer on and after September 1, 2002. Thus, the Controlled Employer shall not contribute on behalf of the such person, but shall continue to contribute on behalf of other Employees (and such other Employees are not impacted by these rules). If any other Collective Bargaining Agreement covering directors of photography involved in commercial production provides that contributions to the MPI Plans are not due for Controlling Employees in a manner similar to the Contract, then the rules set forth in this paragraph (4) shall also apply to such Collective Bargaining Agreement, except that such rules shall be effective as of the date contributions cease for Controlling Employees under such Collective Bargaining Agreement (instead of September 1, 2002).

[21](1) Contributions shall be made for such Controlling Employee for fifty-six (56) hours per week and for not less than forty-eight (48) weeks in any calendar year, regardless of the number of weeks in which the Employee performs any work.

However, for Controlling Employees working under the following Collective Bargaining Agreements at the times specified below, contributions shall be made for such Employee

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19 AMENDED – Amendment XXXVI, August 23, 2001.
SECTION AMENDED – Amendment XXXXI, August 28, 2002, effective September 1, 2002.
AMENDED – Amendment LXXV, February 5, 2009, effective February 25, 2009.
SECTION AMENDED – Amendment LXXX, October 28, 2010, retroactively effective August 1, 2010.

20 AMENDED – Amendment XI, December 18, 1996, retroactively effective August 1, 1996.
AMENDED – Amendment XXVII, December 15, 1999, effective December 26, 1999.

21 AMENDED – Amendment XIX, April 22, 1998, effective September 20, 1998.
AMENDED – Amendment XXXI, August 23, 2000, retroactively effective August 1, 2000. (See next page.)
AMENDED – Amendment LIV, September 8, 2004, retroactively effective January 1, 2004. (Section 4(a)(1)).

for forty (40) hours per week and for not less than fifty (50) weeks in any calendar year, regardless of the number of weeks in which the Employee performs any work:

(i) effective July 1, 2002 until December 31, 2002, Controlling Employees working under an agreement specified in Exhibit A, Article II, Section 1(b)(2) of the Pension Plan (an East Coast Local 700 agreement),

(ii) Controlling Employees working under the Local 700 East Coast Documentary Agreement, effective at the date the Employer became signatory to such Agreement, and

(iii) effective March 25, 2004, Controlling Employees working under Collective Bargaining Agreements described in Article II, Section 1(b)(2) of the Pension Plan (East Coast agreements),

The contribution period may be reduced by the number of weeks for which the Controlling Employee establishes by documentation deemed adequate by the Plan that the Controlling Employee is receiving unemployment or disability benefits. The contribution amount for each week may be reduced by the amount of contributions made on behalf of the Controlling Employee for that week by any other Employer party to the Plan.

[22](2) Contributions shall commence on the first day of the week in which the individual becomes a Controlling Employee and shall continue under Section 4 until the occurrence of one or more of the following events:

a. the Controlled Employer ceases to have an obligation to contribute to the Plan on behalf of the Employees in such classifications under any collective bargaining agreement, or

b. the formal dissolution of the Controlled Employer as evidenced by documentation deemed adequate by the Plan, or

c. the Employee ceases to be a Controlling Employee as evidenced by documentation deemed adequate by the Plan, unless the Plan has reasonable grounds to believe that the Controlling Employee continues to have control over the corporation or LLC, or

d. the retirement of the Controlling Employee under the Pension Plan or other evidence which is satisfactory (in the sole discretion of the Directors) to show that the individual is no longer working (directly or indirectly) for the Controlled Employer as a Controlling Employee and does not intend to work for the Controlled Employer as an Employee in the future, or

[22] AMENDED – Amendment LIII, June 23, 2004, retroactively effective January 1, 2004, Section 4(a)(2).
AMENDED – Amendment XCVI, October 29, 2020, retroactively effective March 1, 2020, Section 4(a)(2)(g).
AMENDED – Amendment XCVIII, June 24, 2021, retroactively effective January 1, 2021, Section 4(a)(2)(g).

e. the first day the Employee is considered a Retired Employee under the Motion Picture Industry Health Plan (Retired Employees' Fund), regardless of whether the Employee later becomes eligible under the Active Employees' Fund.

f. at such time as no Controlling Employee, including the Controlling Employee, has worked under the Controlled Employer's collective bargaining agreement(s) for a period of at least 12 months.

g. at such time as no Employee(s), other than the Controlling Employee and any other Controlling Employees of the Controlled Employer, has worked under the Controlled Employer's collective bargaining agreement(s) requiring contributions to the Plan for a minimum of 1,500 hours in the aggregate among all such Employees during any 12-month period. Due to the Coronavirus-related Industry shutdown, the period from March 1, 2020 through March 31, 2021, or as otherwise determined by the Directors, shall be disregarded in determining whether the 1,500-hour requirement set forth in the prior sentence has been satisfied.

If the obligation ceases pursuant to an event in a. through d., above and the individual subsequently re-qualifies as a Controlling Employee, the obligation shall immediately recommence pursuant to this Section 4 and shall continue until the occurrence of an event in a. through e., above. If the obligation ceases pursuant to an event in a. through d. above and the individual subsequently re-qualifies as an Employee who is not a Controlling Employee or the obligation ceases pursuant to e. above and the individual re-qualifies as an Employee (whether or not he is a Controlling Employee), the Employer shall make contributions pursuant to the rules applicable for Union Employees under Exhibit A, Article II, Section 1, but the contribution rules for Controlling Employees under this Section 4 shall not apply.

In addition, if contributions based on Compensation are required pursuant to Article II, Section 1(c) above, contributions by corporate Employers on behalf of any Employee described in this Section 4(a) shall be made at the composite rate set forth in Article II, Section 1(c), for each hour for which a contribution is required under Article II, Section 1(a)."

(3) Effective August 1, 2010, and for all pending appeals as of that date, Controlled Employer/Controlling Employee companies which fail to meet the 1500 hour requirement in 2(g) will be required to contribute for all Controlling Employees at the higher contribution rate established by the Plan each Plan Year reflecting the full actuarial value of providing benefits for no less than one year from the date the Controlled Employer is notified that it fails to meet the 1500 hour requirement. If at the end of the one-year period the Controlled Employer has met the 1500 hour requirement, the Controlling Employee(s) contribution rate will revert to the lower contribution rate. If at the end of the one-year period the Controlled Employer fails to meet the 1500 hour requirement, the Controlling Employee(s) will be allowed to continue participation in the Plans at the higher contribution rate for one additional year. In the event the Controlled Employer fails to meet the 1500 hour requirement at the end of the second year, the Controlled Employer will be thereafter prohibited from making contributions for all Controlling Employees and the Controlled Employer 's agreement will become a standard Employer agreement that excludes the participation of all Controlling Employee(s).

(b) Any Employer participating in the Plan, which thereafter becomes a Controlled Employer by virtue of having a Controlling Employee, must receive approval by the Board of Trustees, in their sole discretion, to continue making contributions on behalf of any such Controlling Employee. All Controlled Employers must continue to make all contributions for all other Employees (non-controlling) as required by collective bargaining agreements, regardless of the status of the Controlled Employer's ability to contribute on behalf of Controlling Employees. This Section 4. shall not apply to an Employee employed by a "loanout company." The term "loanout company" is defined as a company controlled by the loaned out Employee, who is the only employee of the loanout company.

(c) Loan-Out Companies

(1) A Loan-Out Company is a company controlled by the loaned out Employee, who is the only Employee of the loan-out company who performs work covered by a collective bargaining agreement.

(2) The sole Employee of a loan-out company shall not be deemed Employee unless contributions are payable directly to the Plan by the Producer borrowing the services of the Employee from the loan-out company.

ARTICLE III. OTHER CONTRIBUTIONS

[23]**Section 1. Residual Contributions**

(a) The I.A.T.S.E. Basic Agreement and certain other collective bargaining agreements provide for Employer contributions to the Pension Plan, and/or the Motion Picture Industry Health Plan (collectively, the "Motion Picture Plans") with respect to Post '60 Theatrical Motion Picture receipts, Supplemental Markets receipts and, under some agreements, receipts from the exhibition of certain Productions Made for New Media (as such terms are defined in applicable collective bargaining agreements and side letters) (collectively "New Media"). This subsection (a) sets forth the amounts that may be reallocated to the IAP.

[24](1) (A) Subject to the applicable Collective Bargaining Agreements, the Directors shall examine, on an annual basis (on or about September 30 of each year), the level of reserves (as defined in paragraph (D) below) in the Motion Picture Industry Health Plan. If the assets of the Active Employees' Fund are in excess of a twelve (12) month reserve (any such excess to be called the "Excess Supplemental Amount") and the assets of the Retired Employees' Fund are in excess of a twenty (20) month reserve (any such excess to be called the "Excess Post '60s Amount"), and if the Pension Plan's finalized actuarial valuation report for the prior Plan Year shows that the Pension Plan is less than one hundred percent (100%) funded under the Pension Protection Act ("PPA"), the Excess Supplemental Amount and the Excess Post '60s Amount shall be reallocated to the Pension Plan. If such actuarial valuation report shows that the Pension Plan is at least one hundred percent (100%) funded under the PPA, then the Reallocated Amount (which shall equal the sum of the reallocations to this Plan in paragraphs (B) and (C) below) shall be made to this Plan, subject to the following. No such reallocation shall commence until the later of (i) the date the AMPTP signifies a different allocation is not desired, (ii) the date IATSE signifies a different allocation is not desired, (iii) the date the Basic Crafts signifies a different allocation is not desired, and (iv) the date of approval of the reallocation by the Board of Directors of the Motion Picture Industry Health Plan and the Pension Plan; the last such date shall be the "reallocation date" for the year. The President of the AMPTP, the President of the IATSE and the Chairman of the Basic Crafts shall indicate their consent in writing to the Plans' administrator or by acknowledgment at a meeting of the Board of Directors of said Plans.

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[23] AMENDED – Amendment XV, October 22, 1997, effective October 22, 1997.
AMENDED – Amendment XVI, December 17, 1997, retroactively effective October 22, 1997.
AMENDED – Amendment XXIII, December 16, 1998, retroactively effective October 22, 1997.
AMENDED – Amendment XXIX, February 23, 2000, effective August 1, 2000.
REPLACED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004. (Section 1 was replaced in its entirety.)
AMENDED – Amendment LXXIX, July 1, 2010, retroactively effective August 1, 2009. (Section 1 was modified to include provisions for "New Media")

[24] AMENDED – Amendment LXVII, June 28, 2006. Effective July 1, 2006, Reserve assets went from twenty (20) months to sixteen (16) months.
AMENDED – Amendment LXXII, June 26, 2008. Retroactively effective August 1, 2006, Reserve assets went from sixteen (16) months to twenty (20) months.
AMENDED – Amendment XCII, June 27, 2019, retroactively effective August 1, 2018, Section 1(a)(1)(A) was amended in its entirety.

Notwithstanding the foregoing, the bargaining parties have authority to reallocate contributions with respect to only those Participants (and classifications) covered by their applicable Collective Bargaining Agreements; accordingly, the failure of either IATSE and the Basic Crafts to give consent to the reallocation shall not affect the reallocation of Participants covered by the Collective Bargaining Agreement of the other party.

(B) If a reallocation is made to this Plan pursuant to paragraph (A) above for a Plan Year, all Supplemental Markets and New Media contributions that are (or would be) received by the Motion Picture Plans after the reallocation date for the year (including contributions in the next year, if necessary) shall be paid to the IAP until such amount paid to the IAP equals 80% of the "Excess Supplemental Amount." [The remaining 20% shall be taken as a credit by certain Employers in accordance with the Collective Bargaining Agreements.] This reallocation shall occur after the final reallocation of Supplemental Markets and New Media payments to the Pension Plan, pursuant to Exhibit A, Article III, Section 1(b) of the Pension Plan, for the Plan Year in question, but prior to any reallocation to the Pension Plan for subsequent Plan Years. For Plan Years beginning before December 26, 1999, the Excess Supplemental Amount meant assets in excess of a fourteen (14) month reserve (and 83% of this amount was reallocated to this Plan).

(C) If a reallocation is made to this Plan pursuant to paragraph (A) above for a Plan Year, all Post '60s contributions that are (or would be) received by the Motion Picture Plans after the reallocation date for the year (including contributions in the next year, if necessary) shall be paid to the IAP until such amount paid to the IAP equals 80% of the "Excess Post '60s Amount." [The remaining 20% shall be taken as a credit by certain Employers in accordance with the Collective Bargaining Agreements.] This reallocation shall occur after the final reallocation of Post '60s payments to the Pension Plan, pursuant to Exhibit A, Article III, Section 1(c) of the Pension Plan, for the Plan Year in question, but prior to any reallocation to the Pension Plan for subsequent Plan Years. For Plan Years beginning before December 26, 1999, 83% of the Excess 'Post 60s Amount was reallocated to this Plan.

(D) For this purpose, the reserve shall be equal to a ratio, the numerator of which is the total assets of the Active Employees' Fund or Retired Employees' Fund, as applicable, less miscellaneous payables and the denominator of which is the "adjusted current monthly expense." For this purpose, "adjusted current monthly expense" is the product of (a) the number of eligible participants in the applicable Fund for the month of September of the year in question, and (b) a ratio, the numerator of which is the total amount of claims paid by the applicable Fund plus expenses during the one (1) year period ending on September 30 of the year in question, and the denominator of which is the sum of the number of eligible participants for each month during the same one (1) year period.

(E) Such reallocation dates were October 22, 1997 (Supplemental Markets only), October 22, 1998, December 15, 1999 and October 25, 2000.

(b) (1) The President of the I.A.T.S.E. and, to the extent provided by the Basic Crafts Collective Bargaining Agreement, the Chairman of the Basic Crafts ("Directing Parties") may direct, by joint written notice to the IAP, that each Employer shall decrease contributions described in Article II, Sections 1(b) and 3(c)(1) to any rate less than $.305/hour for hours described in this Exhibit A (and that contributions in the amount of the reduction are instead made to the Pension Plan).

(2) Such notice may be delivered by the Directing Parties at their discretion only if the Supplemental Markets and New Media contributions are not adequate to both provide the contributions required pursuant to Exhibit A, Article III, Section 1(b) of the Pension Plan and to maintain benefits under the Motion Picture Industry Health Plan (Active Employees Fund) as well as a six-month reserve with respect to such Active Employees Fund.

For this purpose, the reserve level will be measured by looking at gross assets (net of accounts payable) as of the end of the month immediately preceding receipt of the written notice. This notice shall identify the date as of which such contributions are to be reduced; such date must be at least 30 days after receipt of the notice. Such contributions shall not be increased to the $.305/hour level until the Pension Plan has received that amount of contributions as are necessary to fund the shortfall in the amounts to be provided to the Pension Plan pursuant to Exhibit A, Article III, Section 1(b) of the Pension Plan.

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EXHIBIT V

MERGER of LOCAL 161, I.A.T.S.E. ANNUITY FUND
with and into the
MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the LOCAL 161, I.A.T.S.E. ANNUITY FUND (as in effect immediately after the transfer of certain assets and liabilities to the NATIONAL PLAN pursuant to the TRANSFER AGREEMENT) is merged with and into the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN. Notwithstanding any other provision of either of said plans, this Exhibit, together with the AGREEMENT, describe the terms and conditions applicable to LOCAL PARTICIPANTS after the MERGER DATE.

This Exhibit V shall not apply to participants in the LOCAL PLAN who are transferred to the NATIONAL PLAN pursuant to the TRANSFER AGREEMENT.

ARTICLE I

Definitions

As used herein and in the AGREEMENT, the following words and phrases shall have the meaning set forth below, unless a different meaning is plainly required by the context.

1. "AGREEMENT" means the Profit Sharing Plan Merger Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN.

2. "EFFECTIVE DATE" means January 1, 2005.

3. "LOCAL PARTICIPANT" means any person who on the MERGER DATE was a participant, as such term is defined in the LOCAL PLAN, including a JOINT PARTICIPANT.

   However, LOCAL PARTICIPANT shall not include any non-retired participant in the LOCAL PLAN (or any person who would have become a participant under LOCAL PLAN on January 1, 2005) whose last known address (on record with the LOCAL PLAN) was not in New York, New Jersey or Connecticut; all such persons shall be transferred to the NATIONAL PLAN on the MERGER DATE immediately prior to the merger of the LOCAL PLAN with and into the MOTION PICTURE PLAN. The liabilities with respect to such persons shall not be transferred to, or assumed by, the MOTION PICTURE PLAN.

   LOCAL PARTICIPANT shall include any person who on the MERGER DATE was a participant in the LOCAL PLAN, but for whom, on the MERGER DATE, LOCAL PLAN did not have a last known address on record.

   A list of all LOCAL PARTICIPANTS determined as of December 1, 2004 is set forth on Exhibits A and B of the Agreement, which shall be updated effective close of business December 31, 2004, as soon as practicable thereafter by the Local Trustees (or their successors).

4. "LOCAL PLAN" means, prior to January 1, 2005, all of the terms and conditions of the LOCAL 161, I.A.T.S.E. ANNUITY FUND, as in effect from time to time prior to that date. On and after January 1, 2005, the LOCAL PLAN shall no longer exist.

5. "LOCAL TRUST" means the Agreement and Declaration of Trust made as of February 1, 1980, as amended, which TRUST holds the assets of LOCAL PLAN.

6. "LOCAL TRUSTEES" means the trustees of the LOCAL PLAN.

7. "MERGER DATE" means the date of the merger of the MOTION PICTURE PLAN and the LOCAL PLAN, which shall be the close of business on December 31, 2004, unless determined otherwise by joint agreement of the MOTION PICTURE DIRECTORS and LOCAL TRUSTEES.

8. "MOTION PICTURE DIRECTORS" means the directors of the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN.

9. "MOTION PICTURE PLAN" means the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN, as amended from time to time.

10. "MOTION PICTURE TRUST" means the Motion Picture Industry Individual Account Plan Trust, the terms of which are set forth in a Trust Agreement dated as of January 1, 1993. Said TRUST holds the assets of MOTION PICTURE PLAN and is trusteed by The Northern Trust Company.

11. "NATIONAL PLAN" means the I.A.T.S.E. Annuity Plan and the related trust.

12. "PARTICIPATING EMPLOYER" means each person or organization on the MERGER DATE which was an "Employer", as such term is defined in the LOCAL PLAN, and which becomes or continues to be an Employer under the MOTION PICTURE PLAN pursuant to the requirements of ARTICLE VI of the AGREEMENT.

13. "TRANSFER AGREEMENT" means the transfer agreement between the LOCAL TRUST and the NATIONAL PLAN providing for a transfer of certain assets and liabilities from the LOCAL TRUST to the NATIONAL PLAN immediately prior to the merger of the LOCAL TRUST into the MOTION PICTURE PLAN and TRUST.

14. "YEAR" means each computation year, as defined in the MOTION PICTURE PLAN, provided that if records under the LOCAL PLAN are not available on that basis, it shall mean the calendar year ending immediately after such computation year ends.

ARTICLE II

Substantive Provisions

1. ELIGIBILITY AND VESTING

A. Each LOCAL PARTICIPANT will become a participant in the MOTION PICTURE PLAN on the MERGER DATE.

B. Every LOCAL PARTICIPANT shall be 100% vested in his or her Special Account established pursuant to Article II.2.A below. Every LOCAL PARTICIPANT who receives future allocations pursuant to Article II.2.B below shall become 100% vested in his or her Individual Account established pursuant to Article II.2.B.

Notwithstanding the foregoing, if the LOCAL PARTICIPANT was a nonvested participant in the MOTION PICTURE PLAN on the MERGER DATE, the Individual Account shall only vest if the participant meets the vesting rules set forth in the MOTION PICTURE PLAN. For this purpose, the LOCAL PARTICIPANT shall receive vesting credit for his or her service under the LOCAL PLAN in accordance with Article II.1.C. of Exhibit V to the Motion Picture Industry Pension Plan.

2. ACCOUNTS and ALLOCATIONS

A. I. On the EFFECTIVE DATE, a Special Account shall be established under the MOTION PICTURE PLAN for each LOCAL PARTICIPANT.

II. The initial Special Account balance shall equal the LOCAL PARTICIPANT'S account balance under the LOCAL PLAN immediately prior to the EFFECTIVE DATE. The LOCAL PLAN account balance for all LOCAL PARTICIPANTS (or if applicable, the benefit payable) shall be set forth in the Appendices A or B of the AGREEMENT, as applicable; the amount set forth in Appendices A or B shall be presumed conclusively correct as of the date set forth therein unless the MOTION PICTURE PLAN determines otherwise.

III. Except for allocations of Plan earnings, as set forth in Article IV, Section 3 of the MOTION PICTURE PLAN, and any late contributions collected on behalf of a LOCAL PARTICIPANT for employment prior to the EFFECTIVE DATE, no additional amounts shall be credited to the Special Accounts. For purposes of Article IV, Section 3 of the MOTION PICTURE PLAN, Special Accounts shall be treated as a separate Individual Account of the Participant; amounts so allocated to such Special Account shall be based solely on the balance in such account.

C. I. Each LOCAL PARTICIPANT may receive additional allocations of contributions and forfeitures under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in Article IV, Section 4 of the MOTION PICTURE PLAN, as

amended from time to time ("Future Allocations"). Notwithstanding the foregoing, the Plan currently provides (and may provide in the future) for certain allocations of Employer contributions and forfeitures based on service on and after December 22, 1979 and prior to the Plan Year in question. To the extent the Plan provides for any such allocations, LOCAL PARTICIPANTS shall not receive credit for any service earned under the LOCAL PLAN.

II. Said Future Allocations shall be allocated to a newly established Individual Account maintained for the LOCAL PARTICIPANT, provided that if the LOCAL PARTICIPANT was previously a participant in the MOTION PICTURE PLAN, such amounts shall be allocated to his or her existing Individual Account. All such Individual Accounts shall be maintained separately from the Special Account established pursuant to paragraph A. Such Individual Accounts shall receive allocations of Plan earnings as set forth in Article IV, Section 3 of the MOTION PICTURE PLAN, based solely on the balance in such account.

3. RETIREMENT RULES

A. Special Account. Each LOCAL PARTICIPANT who attains age 57 (or the fifth anniversary of his or her commencement of participation in the LOCAL PLAN, if later) may elect to commence benefits with respect to his Special Account (but not his or her Individual Account). In addition, each LOCAL PARTICIPANT who has a six consecutive month period without earning any Credited or Vested Hours under the MOTION PICTURE PLAN may elect to commence benefits with respect to his Special Account (but not his or her Individual Account), provided that no payments will commence until such time that the MOTION PICTURE PLAN has determined if the Participant has earned any such service during that period (or the MOTION PICTURE PLAN learns the Participant has returned to work under the MOTION PICTURE PLAN during the period in which such determination is being made).

A Participant is not required to commence payment of his or her Special Account at the same time as the Individual Account. Furthermore, the requirement that a retired participant earn at least 870 Credited Hours in a year to receive an allocation of contributions shall not be triggered by commencing payment of the Special Account (or by a withdrawal of funds from the LOCAL PLAN prior to the MERGER DATE); the 870 hour requirement shall only apply if payment of the Individual Account commences as set forth in the MOTION PICTURE PLAN.

B. Individual Account. Each LOCAL PARTICIPANT who qualifies for a normal or early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding nonapplicable exhibits) will be entitled to receive his or her Individual Account (but not his or her Special Account) as a normal or early retirement benefit, if applicable, as set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits). The eligibility for an early retirement benefit under paragraph (B) shall be based on Qualified Years, as set forth Article II.3.D. of Exhibit V to the Motion Picture Industry Pension Plan. In other words, the participant's service both before and after the EFFECTIVE DATE counts for

purposes of determining eligibility for an early retirement benefit under this paragraph (B).

4. DISABILITY

A LOCAL PARTICIPANT who becomes disabled on or after the EFFECTIVE DATE may become entitled to a disability benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules shall apply to both the Special Account and Individual Account. The disability provisions in the LOCAL PLAN shall no longer apply.

5. FORMS OF BENEFITS

A. Special Account. The Special Account (but not the Individual Account) shall only be paid as a lump sum, single life annuity, or qualified joint and 50% annuity, as specified in Article VI, Sections 1, 2 and 3(d) of the MOTION PICTURE PLAN in the amounts determined under said provisions. In addition, a LOCAL PARTICIPANT may elect an installment option, combination lump sum/installment, life annuity (with a refund feature) or and qualified joint & 50% survivor (with a refund feature), each in accordance with the LOCAL PLAN, if the LOCAL PARTICIPANT commences benefits prior to the expiration of the 90-day period after written notice is provided that such options are longer available. Notwithstanding the foregoing, with respect to the Special Accounts, (1) the LOCAL PARTICIPANT is not required to elect the same form of benefits as that elected under the Motion Picture Industry Pension Plan and (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE.

B. Individual Account. The Individual Account (but not the Special Account) shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the rules set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).

C. The rules in the MOTION PICTURE PLAN for de minimis lump sums shall apply if (and only if) the combined balance of the Special and Individual Accounts of the LOCAL PARTICIPANT is less than the de minimis amount.

6. PRE-RETIREMENT DEATH BENEFITS

A. With respect to deaths prior to the EFFECTIVE DATE, the pre-retirement death benefit provisions in the LOCAL PLAN shall continue to apply for those participants who died and met all of the conditions for such a death benefit prior to the EFFECTIVE DATE.

B. With respect to deaths on and after the EFFECTIVE DATE, a participant shall only become entitled to a pre-retirement death benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules (including rules regarding Beneficiaries) shall apply to both the Special and Individual Accounts. If a surviving spouse benefit is payable under the terms of the MOTION PICTURE PLAN in the case of a LOCAL PARTICIPANT who dies on or after the EFFECTIVE DATE but prior to retirement, such surviving spouse (as opposed to

any other beneficiary) shall be entitled to a pre-retirement death benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules shall apply to both the Special and Individual Accounts. The pre-retirement death benefit rules of the LOCAL PLAN shall no longer apply.

7. OTHER RULES

A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not receive any allocations of contributions pursuant to the LOCAL PLAN rules with respect to service after the EFFECTIVE DATE.

B. On and after the EFFECTIVE DATE, with respect to any type of provision or rule not expressly addressed in this Exhibit V, the rules of the MOTION PICTURE PLAN shall apply instead of the rules in the LOCAL PLAN. The preceding sentence shall apply, without limitation, to the following rules:

(i) Rules requiring notice of retirement two months in advance.

(ii) Rules regarding not working for two months after retirement, except that this rule shall not apply to Special Account distributions prior to attainment of age 57.

(iii) Rules requiring a minimum of 400 Credited Hours (870 hours, if the participant has commenced payment of the Individual Account) in a year to earn an allocation of contributions.

C. The hardship distribution rules set forth in the LOCAL PLAN shall not apply on and after the EFFECTIVE DATE.

8. Except as provided herein, the rights hereby created under the MOTION PICTURE PLAN are in lieu of any rights that LOCAL PARTICIPANTS may have or have had under the LOCAL PLAN. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not LOCAL PARTICIPANTS shall not be affected by the rules in this Exhibit V or the AGREEMENT.

9. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any participant or beneficiary prior to the MERGER DATE may not be used to qualify such persons for another benefit under the MOTION PICTURE PLAN.

10. This Exhibit may be amended or terminated, and shall be administered, in accordance with the applicable provisions of the MOTION PICTURE PLAN, as amended from time to time, provided that no amendment shall be made that reduces any accrued benefits in violation of the law.

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EXHIBIT W

MERGER of LOCAL 52, I.A.T.S.E. RESERVE (ANNUITY) FUND with and into the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the LOCAL 52, I.A.T.S.E. RESERVE (ANNUITY) FUND is merged with and into the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN. Notwithstanding any other provision of either of said plans, this Exhibit, together with the AGREEMENT, describe the benefits, terms and conditions applicable to LOCAL PARTICIPANTS after the MERGER DATE.

ARTICLE I

Definitions

As used herein and in the AGREEMENT, the following words and phrases shall have the meaning set forth below, unless a different meaning is plainly required by the context.

1. "AGREEMENT" means the Profit Sharing Plan Merger Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN.

2. "EFFECTIVE DATE" means January 1, 2004.

3. "LOCAL PARTICIPANT" means any person who on the MERGER DATE was a participant, as such term is defined in the LOCAL PLAN, in the LOCAL PLAN.

4. "LOCAL PLAN" means prior to January 1, 2004, all of the terms and conditions of the LOCAL 52, I.A.T.S.E. RESERVE (ANNUITY) FUND, as in effect from time to time prior to that date, and (ii) on and after January 1, 2004, the provisions of this Exhibit W.

5. "LOCAL TRUST" means the Agreement and Declaration of Trust made as of August 1, 1994, as amended, which TRUST holds the assets of LOCAL PLAN.

6. "LOCAL TRUSTEES" means the trustees of the LOCAL PLAN.

7. "MERGER DATE" means the date of the merger of the MOTION PICTURE PLAN and the LOCAL PLAN, which shall be the close of business on December 31, 2003, unless determined otherwise by joint agreement of the MOTION PICTURE DIRECTORS and LOCAL TRUSTEES.

8. "MOTION PICTURE DIRECTORS" means the directors of the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN.

9. "MOTION PICTURE PLAN" means the MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN, as amended from time to time.

10. "MOTION PICTURE TRUST" means the Motion Picture Industry Individual Account Plan Trust, the terms of which are set forth in a Trust Agreement dated as of January 1, 1993. Said TRUST holds the assets of MOTION PICTURE PLAN and is trusteed by The Northern Trust Company.

11. "PARTICIPATING EMPLOYER" means each person or organization on the MERGER DATE which was an "Employer", as such term is defined in the LOCAL PLAN, and which becomes or continues to be an Employer under the MOTION PICTURE PLAN pursuant to the requirements of ARTICLE VI of the AGREEMENT.

12. "YEAR" means each computation year, as defined in the MOTION PICTURE PLAN, provided that if records under the LOCAL PLAN are not available on that basis, it shall mean the calendar year ending immediately after such computation year ends.

ARTICLE II

Substantive Provisions

1. ELIGIBILITY AND VESTING

   A. Each LOCAL PARTICIPANT will become a participant in the MOTION PICTURE PLAN on the MERGER DATE.

   B. Every LOCAL PARTICIPANT shall be 100% vested in his or her Special Account established pursuant to Article II.2.A below. Every LOCAL PARTICIPANT who receives future allocations pursuant to Article II.2.B below shall become 100% vested in his or her Individual Account established pursuant to Article II.2.B.

   Notwithstanding the foregoing, if the LOCAL PARTICIPANT was a nonvested participant in the MOTION PICTURE PLAN on the MERGER DATE, the Individual Account shall only vest if the participant meets the vesting rules set forth in the MOTION PICTURE PLAN. For this purpose, the LOCAL PARTICIPANT shall receive vesting credit for his or her service under the LOCAL PLAN in accordance with Article II.1.C. of Exhibit W to the Motion Picture Industry Pension Plan.

2. ACCOUNTS and ALLOCATIONS

   A. I. On the EFFECTIVE DATE, a Special Account shall be established under the MOTION PICTURE PLAN for each LOCAL PARTICIPANT.

II. The initial Special Account balance shall equal the LOCAL PARTICIPANT'S account balance under the LOCAL PLAN immediately prior to the EFFECTIVE DATE. The LOCAL PLAN account balance for all LOCAL PARTICIPANTS (or if applicable, the benefit payable) shall be set forth in the Appendices A or B of the AGREEMENT, as applicable; the amount set forth in Appendices A or B shall be presumed conclusively correct as of the date set forth therein unless the MOTION PICTURE PLAN determines otherwise.

III. Except for allocations of Plan earnings, as set forth in Article IV, Section 3 of the MOTION PICTURE PLAN, and any late contributions collected on behalf of a LOCAL PARTICIPANT for employment prior to the EFFECTIVE DATE, no additional amounts shall be credited to the Special Accounts. For purposes of Article IV, Section 3 of the MOTION PICTURE PLAN, Special Accounts shall be treated as a separate Individual Account of the Participant; amounts so allocated to such Special Account shall be based solely on the balance in such account.

C. I. Each LOCAL PARTICIPANT may receive additional allocations of contributions and forfeitures under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in Article IV, Section 4 of the MOTION PICTURE PLAN, as amended from time to time ("Future Allocations"). Notwithstanding the foregoing, the Plan currently provides (and may provide in the future) for certain allocations of Employer contributions and forfeitures based on service on and after December 22, 1979 and prior to the Plan Year in question. To the extent the Plan provides for any such allocations, LOCAL PARTICIPANTS shall not receive credit for any service earned under the LOCAL PLAN.

II. Said Future Allocations shall be allocated to a newly established Individual Account maintained for the LOCAL PARTICIPANT, provided that if the LOCAL PARTICIPANT was previously a participant in the MOTION PICTURE PLAN, such amounts shall be allocated to his or her existing Individual Account. All such Individual Accounts shall be maintained separately from the Special Account established pursuant to paragraph A. Such Individual Accounts shall receive allocations of Plan earnings as set forth in Article IV, Section 3 of the MOTION PICTURE PLAN, based solely on the balance in such account.

3. RETIREMENT RULES

A. Special Account. Each LOCAL PARTICIPANT who attains age 59-1/2 or who has commenced his Frozen Benefit under the Motion Picture Industry Pension Plan may elect to commence benefits with respect to his Special Account (but not his or her Individual Account). In addition, each LOCAL PARTICIPANT who has a three consecutive month period without earning any Credited or Vested Hours under the MOTION PICTURE PLAN may elect to commence benefits with respect to his Special Account (but not his or her Individual Account), provided that no payments will commence until such time that the MOTION PICTURE PLAN has determined if the Participant has earned any such service during that period (or the MOTION PICTURE PLAN learns the Participant has returned to work under the MOTION PICTURE PLAN during the period in which such determination is being made).

A Participant is not required to commence payment of his or her Special Account at the same time as the Individual Account. Furthermore, the requirement that a retired participant earn at least 870 Credited Hours in a year to receive an allocation of contributions shall not be triggered by commencing payment of the Special Account (or by a withdrawal of funds from the LOCAL PLAN prior to the MERGER DATE); the 870 hour requirement shall only apply if payment of the Individual Account commences as set forth in the MOTION PICTURE PLAN.

B. Individual Account. Each LOCAL PARTICIPANT who qualifies for an early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding nonapplicable exhibits) will be entitled to receive his or her Individual Account (but not his or her Special Account) as an early retirement benefit as set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits). The eligibility for an early retirement benefit under paragraph (B) shall be based on Qualified Years, as set forth Article II.3.D. of Exhibit W to the Motion Picture Industry Pension Plan. In other words, the participant's service both before and after the EFFECTIVE DATE counts for purposes of determining eligibility for an early retirement benefit under this paragraph (B).

4. DISABILITY

A LOCAL PARTICIPANT may become entitled to a disability benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules shall apply to both the Special Account and Individual Account. The disability provisions in the LOCAL PLAN shall no longer apply.

5. FORMS OF BENEFITS

A. Special Account. The Special Account (but not the Individual Account) shall only be paid as a lump sum, single life annuity, or qualified joint and 50% annuity, as specified in Article VI, Sections 1, 2 and 3(d) of the MOTION PICTURE PLAN in the amounts determined under said provisions. In addition, if the LOCAL PARTICIPANT commences benefits prior to the expiration of the 90-day period after notice is provided that the installment option is no longer available, the LOCAL PARTICIPANT may elect an installment option in accordance with the rules of the LOCAL PLAN. Notwithstanding the foregoing, with respect to the Special Accounts, (1) the LOCAL PARTICIPANT is not required to elect the same form of benefits as that elected under the Motion Picture Industry Pension Plan and (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE.

B. Individual Account. The Individual Account (but not the Special Account) shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the rules set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).

C. The rules in the MOTION PICTURE PLAN for de minimis lump sums shall apply if (and only if) the combined balance of the Special and Individual Accounts of the LOCAL PARTICIPANT is less than the de minimis amount.

6. PRE-RETIREMENT DEATH BENEFITS

A. With respect to deaths prior to the EFFECTIVE DATE, the pre-retirement death benefit provisions in the LOCAL PLAN shall continue to apply for those participants who died and met all of the conditions for such a death benefit prior to the EFFECTIVE DATE.

B. With respect to deaths on and after the EFFECTIVE DATE, a participant shall only become entitled to a pre-retirement death benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules (including rules regarding Beneficiaries) shall apply to both the Special and Individual Accounts. If a surviving spouse benefit is payable under the terms of the MOTION PICTURE PLAN in the case of a LOCAL PARTICIPANT who dies on or after the EFFECTIVE DATE but prior to retirement, such surviving spouse (as opposed to any other beneficiary) shall be entitled to a pre-retirement death benefit in accordance with the rules set forth in the MOTION PICTURE PLAN, which rules shall apply to both the Special and Individual Accounts. The pre-retirement death benefit rules of the LOCAL PLAN shall no longer apply.

7. OTHER RULES

A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not receive any allocations of contributions pursuant to the LOCAL PLAN rules with respect to service after the EFFECTIVE DATE.

B. On and after the EFFECTIVE DATE, with respect to any type of provision or rule not expressly addressed in this Exhibit W, the rules of the MOTION PICTURE PLAN shall apply instead of the rules in the LOCAL PLAN. The preceding sentence shall apply, without limitation, to the following rules:

(i) Rules requiring notice of retirement two months in advance.

(ii) Rules regarding not working for two months after retirement, except that this rule shall not apply to Special Account distributions prior to attainment of age 59-1/2.

(iii) Rules requiring a minimum of 400 Credited Hours (870 hours, if the participant has commenced payment of the Individual Account) in a year to earn an allocation of contributions.

C. The hardship distribution rules set forth in the LOCAL PLAN shall not apply on and after the EFFECTIVE DATE.

8. Except as provided herein, the rights hereby created under the MOTION PICTURE PLAN are in lieu of any rights that LOCAL PARTICIPANTS may have or have had under the LOCAL PLAN. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not LOCAL PARTICIPANTS shall not be affected by the rules in this Exhibit W or the AGREEMENT.

9. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any participant or beneficiary prior to the MERGER DATE may not be used to qualify such persons for another benefit under the MOTION PICTURE PLAN.

10. This Exhibit may be amended or terminated, and shall be administered, in accordance with the applicable provisions of the MOTION PICTURE PLAN, as amended from time to time, provided that no amendment shall be made that reduces any accrued benefits in violation of the law.

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