



MOTION PICTURE INDUSTRY PENSION PLAN

January 1, 1993 Restated Trust Agreement

**Contains Amendments I through CXVI
And Exhibit A(33)**

Updated as of March 2024

MOTION PICTURE INDUSTRY PENSION PLAN
Restated 1993 Trust Agreement
(Inclusive of Amendments I through CXVI)

Table of Contents

PART I - THE PLAN

ARTICLE 1 DEFINITIONS

Section 1.	Alliance	1
Section 2.	Beneficiary	1
Section 2A.	Benefit Commencement Date	2
Section 3.	Break in Service	3
Section 4.	Break in Service Participant	3
Section 4A.	Cash-Out Amount	3
Section 5.	Code	3
Section 6.	Collective Bargaining Agreement	3
Section 6A.	Computation Year	3
Section 7.	Credited Hour	4
Section 8.	Directors	5
Section 9.	Early Retirement Date	5
Section 10.	Effective Date	6
Section 11.	Employee	6
Section 12.	Employer	15
Section 13.	ERISA	16
Section 14.	Fiduciary	16
Section 15.	Fund	17
Section 15A.	Individual Account Plan	17
Section 16.	Industry	17
Section 17.	Late Retirement Date	17
Section 17A.	Month of Suspensible Service	17
Section 18.	Normal Retirement Age and Normal Retirement Date	18
Section 19.	Old Plan	19
Section 20.	Participant	19
Section 21.	Pensioner	19
Section 22.	Plan Year	19
Section 23.	Qualified Joint and 50% Survivor Annuity	19
Section 24.	Qualified Year	19
Section 24A.	Spouse	20
Section 25.	Trust	20
Section 26.	Trustee	20
Section 27.	Unions	20
Section 28.	Vested Hour	21
Section 29.	Vested Year	22

ARTICLE II PARTICIPATION

Section 1.	Participation Requirements	23
Section 2.	Break in Service	29
Section 3.	Vested Interest	29
Section 4.	Special Rules For Employers With Nonaffiliate Employees	30
Section 5.	Military Service	32

ARTICLE III CONTRIBUTIONS TO THE FUND

Section 1.	Accumulated Employer Contributions	33
Section 2.	Employer Contributions.....	33
Section 3.	Period of Employer Contributions	34
Section 4.	Participants Contributions.....	34
Section 5.	[Intentionally Left Blank]	34
Section 6.	Mode of Payment.....	35
Section 7.	Default in Payment	35
Section 8.	Report on Contributions.....	38
Section 9.	New Employers.....	39
Section 10.	Designated Groups of Employees.....	39

ARTICLE IV PENSION AND DEATH BENEFITS

Section 1.	Pension Requirements.....	41
Section 2.	Normal Retirement Pension.....	42
Section 3.	Early Retirement Pension	59
Section 4.	Late Retirement Pension	59
Section 5.	Disability Pension	60
Section 6.	Qualified Joint and 50% Survivor Annuity	64
Section 7.	Reemployment of Pensioner	65
Section 8.	Optional Forms of Pensions.....	69
Section 9.	Surviving Spouse Benefit	73
Section 10.	[Intentionally Left Blank]	74
Section 11.	Death Benefits.....	74
Section 12.	Incapacity of Pensioner.....	75
Section 13.	Removal From Rosters by Contract Services Administration Trust Fund	75
Section 14.	Limitation on Benefits	76
Section 15.	Missing Participant, Pensioner or Beneficiary.....	78
Section 16.	Interest Rates and Mortality Tables	78
Section 17.	Metrocolor Facility Closing Benefit	82
Section 18.	Erroneous Payments	82
Section 19.	Small Benefits	83
Section 20.	NABET Merger Benefits	83
Section 21.	Direct Rollovers	84
Section 22.	Mergers and Transfers of Assets and Liabilities.....	85
Section 23.	Limitation on Legal Actions	86
Section 24.	Arbitration of Participant Claims.....	86

ARTICLE V PARTICIPANT CONTRIBUTIONS

Section 1.	Vesting in Participant Contributions.....	89
Section 2.	Interest on Participant's Contributions	89
Section 3.	Nonalienation.....	93

ARTICLE VI AMENDMENT

Section 1.	Amendment by Parties.....	95
Section 2.	Amendment by Other Means	95
Section 3.	Limitation on Right of Amendment.....	95
Section 4.	Notification of Amendment	95

ARTICLE VII APPROVALS 97

ARTICLE VIII TERMINATION

Section 1.	By the Directors	99
Section 2.	By the Parties	99
Section 3.	Procedure on Termination	99
Section 4.	Notification of Termination	99
Section 5.	Merger or Consolidation	99

PART II - ADMINISTRATION

ARTICLE IX DIRECTORS

Section 1.	Board of Directors	101
Section 2.	Number of Directors	101
Section 3.	Term of Directors.....	101
Section 4.	Resignation	102
Section 5.	Certification	102
Section 6.	Succession.....	102

ARTICLE X POWERS, DUTIES AND OBLIGATIONS OF DIRECTORS

Section 1.	Construction of Agreement.....	103
Section 2.	General Powers	103
Section 3.	Information	106
Section 4.	Compensation	106
Section 5.	Insurance	106
Section 6.	Books of Account	108
Section 7.	Execution of Documents.....	108
Section 8.	Committees	108
Section 9.	Claims Brought By Directors	108

ARTICLE XI MEETINGS AND DECISIONS OF DIRECTORS

Section 1.	Officers	109
Section 2.	Meetings of Directors	109
Section 3.	Action by the Directors Without Meeting	109
Section 4.	Quorum	109
Section 5.	Vote of Directors	110
Section 6.	Presence of Officers at Meetings	111
Section 7.	Minutes of Meetings	111

ARTICLE XII ACTION IN THE EVENT OF DEADLOCK

Section 1.	Application of This Article	113
Section 2.	Casting a Vote.....	113
Section 3.	Expenses of Umpire.....	113

ARTICLE XIII PARTIES TO PLAN

Section 1.	Original Parties	115
Section 2.	Written Instrument.....	115
Section 3.	Termination of Individual Employers.....	115

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1.	Employee Actions.....	117
Section 2.	Place of Business	117
Section 3.	Situs	117
Section 4.	Construction of Terms	117
Section 5.	Notifications to Directors.....	117
Section 6.	Severability	117
Section 7.	Validity of Action	118
Section 8.	Headings No Part of Agreements	118



EXHIBIT A(33) COMPOSITE PATTERN OF EMPLOYER AND EMPLOYEE RATES OF CONTRIBUTION

ARTICLE I PARTICIPATING UNIONS

Section 1.	Names of Unions	1
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ARTICLE II CONTRIBUTION REQUIREMENTS

Section 1.	Contribution Requirements - Union Groups.....	3
Section 2.	Nonaffiliated Employee Groups	14
Section 3.	Contribution Requirements - Nonaffiliated Groups	14
Section 4.	Controlling Employees	16

ARTICLE III OTHER CONTRIBUTIONS

Section 1.	Residuals Contributions	20
Section 2.	Buyout Fee.....	25



EXHIBIT V MERGER OF LOCAL 161, I.A.T.S.E. PENSION FUND WITH AND INTO THE MOTION PICTURE INDUSTRY PENSION PLAN

ARTICLE I	DEFINITIONS	1
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ARTICLE II	SUBSTANTIVE PROVISIONS	4
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**EXHIBIT W MERGER OF LOCAL 52, I.A.T.S.E. PENSION FUND WITH AND INTO THE
MOTION PICTURE INDUSTRY PENSION PLAN**

ARTICLE I DEFINITIONS	1
ARTICLE II SUBSTANTIVE PROVISIONS	4



**EXHIBIT X MERGER OF INTERNATIONAL PHOTOGRAPHERS LOCAL 600
PENSION FUND WITH AND INTO THE MOTION PICTURE INDUSTRY
PENSION PLAN**

ARTICLE I DEFINITIONS.....	1
ARTICLE II SUBSTANTIVE PROVISIONS	4



**EXHIBIT Y MERGER OF CAMERAMEN'S I.A.T.S.E. LOCAL 666 PENSION FUND
WITH AND INTO THE MOTION PICTURE INDUSTRY PENSION PLAN**

ARTICLE I DEFINITIONS.....	1
ARTICLE II SUBSTANTIVE PROVISIONS	4



**EXHIBIT Z MERGER OF LOCAL 700 EDITORS (NY)-FILM PRODUCERS PENSION
FUND WITH AND INTO THE PICTURE INDUSTRY PENSION PLAN**

ARTICLE I DEFINITIONS.....	1
ARTICLE II SUBSTANTIVE PROVISIONS	4

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MOTION PICTURE INDUSTRY PENSION PLAN

THIS AMENDMENT in toto to the Motion Picture Industry Pension 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 Pension Plan and evidences the terms of a pension 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 pension plan; and

WHEREAS, the said pension plan is to be known as the Motion Picture Industry Pension 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. Alliance

The Term “Alliance” as used herein shall mean the Alliance of Motion Picture and Television Producers.

Section 2. 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.

¹(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 paragraph and the next paragraph, 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 Pensioner 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 V, Section 3 for special rules applicable to qualified domestic relations orders.

²(c) This subsection (c) only applies to death benefits payable under Article IV, Section 11(a) after the Pensioner's Benefit Commencement Date. Notwithstanding the preceding subsection, if the Pensioner is married on his Benefit Commencement Date, the Pensioner's Beneficiary shall be his spouse on his Benefit Commencement Date. The preceding sentence shall not apply if the spouse predeceases the Pensioner or (except as provided in a qualified domestic relations order) if the Pensioner and his spouse are divorced after the Benefit Commencement Date. See Article IV, Section 9(e) for other applicable rules.

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

Section AMENDED – Amendment CVIII, October 29, 2020, retroactively effective January 1, 2019.

² Section AMENDED – Amendment XXXII, December 20, 2000, effective January 1, 2001.

³(d) 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.

(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.

⁴**Section 2A. Benefit Commencement Date**

Except as provided in Article IV, Section 5(a)(4) and Article IV, Section 6, 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 IV, Section 5(e), and the date benefits commence under Article IV, Section 4(b).

³ Section AMENDED – Amendment CXII, April 28, 2022, effective with respect to Participants whose date of death is on or after April 1, 2022. (Amended Section 2 (d), (e) and (f))

⁴ Section AMENDED – Amendment LIII, September 8, 2004, retroactively effective January 1, 2004.

⁵Section 3. 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:

- (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 4. 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 3 and who has not thereafter received a Qualified Year under this Plan.

⁶Section 4A. 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 5. Code

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

Section 6. 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.

⁷Section 6A. 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.

⁵ Section AMENDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁶ Section ADDED – Amendment XVII, December 17, 1997, effective January 1, 1998.

⁷ Section ADDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

Section 7. Credited Hour

(a) For the period prior to the Effective Date, the term “Credited Hour” shall mean a “Credited Hour” determined under the provisions of the Old Plan that was still credited to a Participant on the Effective Date.

⁸(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 (and, for periods ending prior to October 28, 1990, for which a Participant was required to make contributions pursuant to Section 4 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, (ii) the Employer did not withhold the required Employee contribution for such hour and the Employee failed to correct it with the Employer or (iii) the Employer failed to make the required Employer and Employee 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 Sections 2 and 4 of Article III for periods during which the Participant would have been engaged in work for an Employer.

⁹Credited 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.

(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.

¹⁰(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.

⁸ Section AMENDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁹ Section ADDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.

¹⁰ Section ADDED – Amendment XIV, April 23, 1997, retroactively effective December 25, 1988.

¹¹**Section 8. 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.

Section 9. Early Retirement Date

¹²(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 either:

- (1) attained his fifty-fifth (55th) birthday and has accumulated at least twenty (20) Qualified Years under the Plan, including Qualified Years earned prior to a lump sum withdrawal of the Participant's employee contributions and interest, unless such Qualified Years are forfeited under Article II, Section 2;
- (2) attained his sixty-second (62nd) birthday and has accumulated at least ten (10) Qualified Years under the Plan, including Qualified Years earned prior to a lump sum withdrawal of the Participant's employee contributions and interest, unless such Qualified Years are forfeited under Article II, Section 2; or
- (3)
 - (A) attained his sixtieth (60th) birthday, has accumulated at least thirty (30) Qualified Years and at least sixty thousand (60,000) Credited Hours since December 27, 1953, or
 - (B) attained his sixty-first (61st) birthday, has accumulated at least thirty (30) Qualified Years and at least fifty-five thousand (55,000) Credited Hours since December 27, 1953, or
 - (C) attained his sixty-second (62nd) birthday, has accumulated at least thirty (30) Qualified Years and at least fifty thousand (50,000) Credited Hours since December 27, 1953.

For purposes of this paragraph (3), all Qualified Years and Credited Hours shall be counted (including those otherwise forfeited under Article II, Section 2), provided that Credited Hours earned prior to withdrawal of Employee contributions shall not be counted unless the Participant repaid the Employee contributions (and applicable interest) under the buy-back provisions of the Plan.

¹¹ Section AMENDED – Amendment XXVII, December 15, 1999, Section 8 (c) is amended effective January 1, 2000

¹² Section AMENDED – Amendment LXXIII, October 25, 2007, Section 9 is amended in its entirety, retroactively effective January 1, 2000 to redefine the “Qualified Years” requirement.

(b) A Participant who retires on an Early Retirement Date under paragraph (1) or (2) of subsection (a) above and is reemployed in the Industry shall not be eligible to retire under paragraph (3) of subsection (a) above.

(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 by the Directors.

Section 10. Effective Date

The term “Effective Date” as used herein shall mean December 21, 1975.

Section 11. Employee

(a) (1) The term “Employee” as used herein shall mean:

(A) General 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;

¹³(B) Unions and Named Employers An employee of this Plan, the Individual Account 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 12 of this Article;

(C) Nonaffiliated Producers and Accountants Eligible executive producers, producers and associate producers (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;

¹⁴(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

¹³ Section AMENDED – Amendment L, March 25, 2004, retroactively effective January 1, 2004. Article I, Section 11(a)(1)(B).

Section AMENDED – Amendment CX, June 24, 2021, retroactively effective June 1, 2021. Article I, Section 11(a)(1)(B).

¹⁴ Section AMENDED – Amendment XXI October 28, 1998, retroactively effective September 20, 1998.

Section AMENDED – Amendment XXXXIII December 18, 2002, effective January 1, 2003.

Section DELETED/AMENDED – Amendment LXIV, June 22, 2005, retroactively effective January 1, 2005 (Retroactively effective January 1, 2005, Article I, Section 11(a)(1)(D) is deleted and subsection (E) is amended.)

within any unit or units covered by any such collective bargaining agreement (other than those persons mentioned in subparagraph (C)), and unless such designation is accepted by the Directors, which acceptance may be withheld in the discretion of the Directors.

¹⁵(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) Termination of Nonaffiliate Agreements 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.

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

¹⁷(A) General 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 (including theatrical, television, music video and commercial) productions; or

(B) Local 600 and Local 700 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

¹⁵ Section ADDED – Amendment LXXVIII February 5, 2009, effective February 25, 2009.

¹⁶ Section AMENDED – Amendment XVII December 17, 1997, effective January 1, 1998.

Section AMENDED – Amendment XXII December 9, 1998, effective January 1, 1999

Section AMENDED – Amendment XXV, August 25, 1999, retroactively effective January 1, 1999.

Section AMENDED – Amendment XXXII December 20, 2000, retroactively effective January 1, 1999.

Section AMENDED – Amendment XXXVIII, June 26, 2002, effective July 1, 2002 (Section 11(a)(3) is amended in its entirety.)

Section AMENDED – Amendment XXXIX, November 20, 2003, effective January 1, 2004 (Section 11(a)(3) is amended.

Section AMENDED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004, the introductory sentence to Article I, Section 11(a)(3) is changed.

¹⁷ Section AMENDED – Amendment LXIV June 22, 2005, retroactively effective January 1, 2005.

- (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
 - ¹⁸(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) a freelance unit publicist who is 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; or (iii) 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”
- ¹⁹(C) The Employer is the Plan, the Individual Account 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 the following requirements:
- (1) for the Plan, the Individual Account Plan, the Motion Picture Industry Health Plan, the Contract Services Administration Trust Fund, 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 United States 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.

¹⁸ Section AMENDED – Amendment XCVIII, November 4, 2015, retroactively effective June 3, 2007.

¹⁹ Section AMENDED – Amendment LVII, December 20, 2004, effective January 1, 2005.

Section AMENDED – Amendment C, October 27, 2016, effective October 27, 2016.

Section AMENDED – CI, December 22, 2016, retroactively effective October 27, 2016.

Section AMENDED – CIX, February 25, 2021, retroactively effective December 17, 2020.

Section AMENDED – CX, June 24, 2021, retroactively effective June 1, 2021.

Section AMENDED – CXIII, October 13, 2022, retroactively effective July 1, 2022.

²⁰(D) Local 52 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 (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.
- (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 and 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.
- ²¹(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

²⁰ Section AMENDED – Amendment LXX, August 23, 2006, retroactively effective May 14, 2006.

Initial paragraph REPLACED – Amendment XCV, August 28, 2014, retroactively effective May 16, 2012.

²¹ ADDED – Amendment XCV, August 28, 2014, retroactively effective May 16, 2012, paragraphs (7) and (8) are added.

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.

²²(E) MPI As Home Plan This paragraph (E) applies to an employee who satisfies all of the following requirements

- (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 earn benefits 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.

²² Section ADDED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004.
Section REPLACED – Amendment LXIV, June 22, 2005, retroactively effective January 1, 2005.
(Retroactively effective January 1, 2005, Article I, Section 11(a)(3)(E) is amended in its entirety.)
AMENDED – Amendment LXVII, December 21, 2005, effective December 21, 2005.
Section AMENDED – Amendment XCIII, February 27, 2014, effective April 1, 2014.
AMENDED – Amendment CI, December 22, 2016, retroactively effective November 1, 2016.

- ²³(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
 - (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, -and - 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

²³ Section ADDED – Amendment LVII, December 20, 2004, effective January 1, 2005.
Section AMENDED – Amendment LXV, August 24, 2005, retroactively effective January 1, 2005 (Article I, Section 11(a)(3)(F)(3) is amended.
Section AMENDED – Amendment LXXIII, October 25, 2007, retroactively effective March 3, 2007 (Article I, Section 11.(A)(3)(F) is amended in its entirety.)
REPLACED – Amendment XCV – August 28, 2014, Initial paragraph was replaced retroactively effective March 3, 2013.

under a Collective Bargaining Agreement permitting redirection of contributions to this plan on behalf of the employee.

²⁴(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 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.

²⁵(G) Local 800 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.

²⁶(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

²⁴ ADDED – Amendment XCV, August 28, 2014, retroactively effective March 3, 2013 subparagraphs (7) and (8) were added.

²⁵ Section ADDED – Amendment LXI, February 23, 2005.

²⁶ Section ADDED – Amendment LXIV, June 22, 2005, retroactively effective January 1, 2005. (Retroactively effective January 1, 2005, Article I, Section 11(a)(3)(H) is added.)

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

²⁷(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
- (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.

²⁸(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;
- (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;

²⁷ Section ADDED – Amendment LXVIII, March 8, 2006, retroactively effective January 29, 2006, Subsection (I) was added.

²⁸ Section ADDED – Amendment LXXII, March 1, 2007, effective March 1, 2007, Subsection (J) was added.

- (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.

²⁹(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, 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.

³⁰(L) The employee's principal employment with the Employer satisfies all of the following requirements:

- (i) the employee is hired by the Employer in the states of New York, New Jersey or Connecticut to perform services within the United States, its territories and Canada; and
- (ii) the employment is in connection with the production of feature motion pictures or television; and
- (iii) 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) Modification Allowing Plan Selection 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

²⁹ Section AMENDED – Amendment LXXXVI, June 23, 2011, retroactively effective June 1, 2011. Section 11 is amended in its entirety.

³⁰ Section ADDED – Amendment CII, August 24, 2017, retroactively effective July 1, 2017. Sub-section (L) is added.

Section AMENDED – Amendment CXIII, October 13, 2022, retroactively effective October 1, 2021.

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.

³¹**Section 12. Employer**

(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 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.

³²(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 Individual Account Plan and the Motion Picture Industry Health Plan may be considered, with respect to Employees directly employed by them 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, the Contract Services Administration Trust Fund, CSATF, LLC, the Entertainment Industry Referral & Assistance Center, 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.

³³(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 Locals 399 and 817, that requires contributions by such employer to this Plan; provided, however, that such entity shall be

³¹ Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998 (Section “(c)”)
Section ADDED – Amendment XVII, December 17, 1997, effective January 1, 1998 (Section “(d)”)
Section REPLACED – Amendment XXII, December 9, 1998, effective January 1, 1999 (Sections “(c)-(e)”)
³² Section AMENDED – Amendment L, March 25, 2004, retroactively effective January 1, 2004, Article I, Section 12(b).
Section AMENDED – Amendment CX, June 24, 2021, retroactively effective June 1, 2021, Article I, Section 12(b).
³³ Section AMENDED – Amendment XXXVIII, June 26, 2002, effective July 1, 2002.
Section AMENDED – Amendment XXXIX, November 20, 2003, effective January 1, 2004.
Section AMENDED – Amendment LVII, December 20, 2004, effective January 1, 2005.
Section AMENDED – Amendment LXI, February 23, 2005 (Subsection “v” is added)
Section AMENDED – Amendment LXII, April 27, 2005, retroactively effective January 1, 2005 (Subsection “c” was replaced in its entirety.)
Section AMENDED – Amendment LXVIII, March 8, 2006, retroactively effective January 29, 2006.
Section AMENDED – Amendment LXXXVI, June 23, 2011, retroactively effective June 1, 2011.
Section AMENDED – Amendment CIV, June 27, 2019, retroactively effective July 1, 2017.

considered an Employer only with respect to Employees described in Section 11(a)(3)(B), 11(a)(3)(D), 11(a)(3)(F), 11(a)(3)(G), 11(a)(3)(I), 11(a)(3)(K) or 11(a)(3)(L) of this Article.

³⁴(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 11(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 11(a) of this Article.

³⁵(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.

(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 Employer party and any Union party to this Plan.

³⁶(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 13. ERISA

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

Section 14. 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.

³⁴ Section AMENDED – Amendment XXXIX, November 20, 2003, effective January 1, 2004.

³⁵ Section ADDED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004. (Section 12(e) is re-lettered Section 12(f) and a new Section 12(e) is added)

³⁶ Section ADDED – Amendment LXXVIII February 5, 2009, effective February 25, 2009.

Section 15. 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 and from which benefits and expenses hereunder are paid.

Section 15A. Individual Account Plan

The term “Individual Account Plan” shall mean the Motion Picture Industry Individual Account Plan.

³⁷**Section 16. 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 11(a)(3) in the geographical locations set forth in Article I Section 11(a)(3) applicable to that job classification. For the purpose of the preceding sentences, 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).

Section 17. 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 by the Directors.

³⁸**Section 17A. Month of Suspendible Service**

For months beginning before December 22, 2019, the term “Month of Suspendible Service” shall mean (a) any month in which the Participant worked 40 hours or more in the Industry unless such hours were performed in a trade or craft in which the Participant's current or former Employers had never been obligated to contribute to the Plan with respect to the Participant or (b) any month in which the Participant worked 40 Credited Hours or more. For months beginning on or after December 22, 2019, the term “Month of Suspendible Service” shall mean (a) any month in which the Participant worked 50 hours or more in the Industry unless such hours were performed in a trade or craft in which the Participant's current

³⁷ Section AMENDED – Amendment XVII December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment LVI November 3, 2004, retroactively effective January 1, 2004.

³⁸ Section AMENDED – Amendment LI, March 25, 2004, effective April 1, 2004.
Section AMENDED – Amendment CVI, October 31, 2019, effective December 22, 2019.

or former Employers had never been obligated to contribute to the Plan with respect to the Participant or (b) any month in which the Participant worked 50 Credited Hours or more. The definition of Month of Suspendible Service shall be interpreted in accordance with Section 203(a)(3)(B) of ERISA. Effective January 1, 2004, the term month as used herein shall mean the period beginning on the Sunday before the last Thursday of a calendar month and ending on the Saturday before the last Thursday of the subsequent calendar month, provided that the first such period shall commence January 1, 2004.

³⁹**Section 18. 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.

⁴⁰(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 or (3) the fifth anniversary of the date the Participant commenced his last period of participation in the Plan (ignoring all 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 in his employer-provided accrued benefit 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 a Participant shall be entitled

³⁹ Section AMENDED – Amendment XXVIII, February 23, 2000, retroactively effective December 26, 1999.

⁴⁰ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

to retire pursuant to the provisions of Article IV, Section 1 and to receive a pension in an amount determined under Sections 2, 4, 6, 8 or 9 of Article IV, whichever is applicable.

Section 19. Old Plan

The term “Old Plan” shall mean the Motion Picture Industry Pension Plan as it existed on December 21, 1975, immediately prior to its amendment by this Plan on the Effective Date. Such Old Plan shall continue in full force and effect for Participants who do not receive a Credited Hour after December 21, 1975, and to the extent specified herein for those who do receive a Credited Hour after December 21, 1977. In addition, the Old Plan shall continue in full force and effect with respect to any partial pension accrued under Article IV, Section 4 of the Old Plan prior to a termination of participation on or before December 21, 1975 (as described in Article II, Section 2 of the Old Plan), provided that such partial pension shall not be treated as a vested interest under Article I, Section 18 of this Plan and provided further that under no circumstances shall a Participant receive more than one benefit with respect to the hours accrued prior to any such termination of participation.

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. Pensioner

The term “Pensioner” as used herein shall mean any person formerly a Participant who is retired under this Plan and who is receiving the pension benefits provided for herein.

⁴¹**Section 22. 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 23. 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.

⁴²**Section 24. 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.

⁴¹ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁴² Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁴³**Section 24A. 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 25. 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 26. 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.

⁴⁴**Section 27. 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

⁴³ Section ADDED – Amendment LXXXII, February 25, 2010, effective June 1, 2010.

⁴⁴ Section AMENDED – Amendment X, December 13, 1995 (effective December 25, 1994).

Section AMENDED – Amendment XII, June 26, 1996 (effective August 1, 1996).

Section AMENDED – Amendment XXX, August 23, 2000.

Section AMENDED – Amendment XXXIX, November 20, 2003, effective January 1, 2004.

Section AMENDED – Amendment LVII, December 20, 2004, effective January 1, 2005. (#1 was amended.)

Section AMENDED – Amendment LXVIII, March 8, 2006, retroactively effective January 29, 2006 (Local 817 was added).

Section AMENDED – Amendment LXXV, August 28, 2008, retroactively effective July 1, 2008 (Locals 790 and 847 merged into Local 800).

Section AMENDED – Amendment LXXXIV, October 28, 2010, retroactively effective August 1, 2010 (Local 683 merged into Local 700).

Section AMENDED – Amendment XC, October 31, 2013, effective March 6, 2014 (upon 51% ratification of the Amendment) Items 1 and 9 were amended.

Section AMENDED – Amendment XCI, February 27, 2014, item 7 was retroactively effective February 16, 2013, and new item 13 was added retroactively effective December 19, 2013).

Section ADDED – Amendment CIV, June 27, 2019, effective February 28, 2019 CWA.

Section ADDED – Amendment CV, August 29, 2019, effective June 1, 2017 Local 537.

Section AMENDED – Amendment CVII, February 27, 2020, was retroactively effective September 1, 2019, SPFPA Local 55 was added.

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
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. Communications Workers of America.
15. Office and Professional Employees International Union, Local 537
16. Security Police Fire Professionals of America, Local 55
17. 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 12 hereof.

⁴⁵**Section 28. Vested Hour**

- (a) For the period prior to the Effective Date, the term "Vested Hour" shall mean a Credited Hour determined under the provisions of the Old Plan that was still credited to a 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 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.

⁴⁵ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

(c) Solely for the purposes of Article I, Section 3, Article II, Section 2 and Article V, Section 2(f), 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 3) for such Computation Year (otherwise in the immediately following Computation Year if necessary to obtain 400 Vested Hours (200 Vested Hours, in the case of Article I, Section 3) in that Computation Year).

(d) Solely for purposes of determining whether a Participant has five (or more) consecutive Computation Years with less than 400 Vested Hours under Article I, Section 3, Article II, Section 2 and Article V, Section 2(f), 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.

⁴⁶(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.

⁴⁷(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.

⁴⁸**Section 29. Vested Year**

(a) For the period prior to the Effective Date, the term “Vested Year” shall mean a Qualified Year determined under the provisions of the Old Plan that was still credited to a Participant on the Effective Date.

(b) For the period commencing on 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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⁴⁶ ADDED – Amendment III, effective August 5, 1993

⁴⁷ ADDED – Amendment XXIX, February 23, 2000, retroactively effective January 1, 2000.

⁴⁸ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

ARTICLE II

PARTICIPATION

⁴⁹Section 1. Participation Requirements

(a) ⁵⁰(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 11(c)) and shall not be required to file an application for participation.

⁵¹(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.

(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."

⁴⁹ Section AMENDED – Amendment XXII December 9, 1998, effective January 1, 1999 (Section 1(a)(2)(D)).

⁵⁰ Section AMENDED – Amendment LVI November 3, 2004, retroactively effective January 1, 2004.

⁵¹ Section ADDED – Amendment XIX, February 18, 1998, retroactively effective May 1, 1996.
Section AMENDED – Amendment XX, April 22, 1998, retroactively effective May 1, 1996.

(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.

⁵²(D) This paragraph (2) shall automatically expire December 31, 1998.

⁵³(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 Individual Account Plan and 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 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

⁵² Section AMENDED – Amendment XXII December 9, 1998, effective January 1, 1999 (Section 1(a)(2)(D).

⁵³ Section ADDED – Amendment XXXVI February 27, 2002, retroactively effective August 1, 2001 (Section 1(a)(3).

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.

⁵⁴(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 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).

⁵⁴ Section ADDED – Amendment XXXIX August 28, 2002, effective 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 for 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.

⁵⁵(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 one or more 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 benefits or Credited Hours 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 (or 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.

⁵⁶(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 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 earn benefits 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

⁵⁵ Section ADDED – Amendment XXXIV, April 23, 2003, effective May 1, 2003.
Section AMENDED – Amendment L, March 25, 2004, retroactively effective September 22, 2003, Article II, Section 1(a)(5).

⁵⁶ Section ADDED – Amendment LVI, November 3, 2004, retroactively effective January 1, 2004.
Section AMENDED – Amendment LXVII, December 21, 2005, effective December 21, 2005.
Section AMENDED – Amendment XCIII, February 27, 2014, effective April 1, 2014.

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 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 which has been designated for participation in this Plan (as set forth in Section 11 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. Such application shall signify the Employee's agreement to be bound by the provisions of this Plan as herein set forth or hereafter amended, and shall contain the Employee's irrevocable authorization to his Employer (and any subsequent Employer which has designated its non-affiliated Employees for participation) to make the required deductions from his compensation. A present Participant shall have until ninety days after receipt of notice from the Plan to file such irrevocable authorization and upon failure to so file shall be deemed to have withdrawn his authorization to withhold for all purposes of the 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 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 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 28 of Article I of the Plan.

⁵⁷(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.

⁵⁸**Section 2. Break in Service**

A Participant who incurs a Break in Service and who at such time does not have a vested interest (as set forth in Article II, Section 3) 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 to this Plan, including any forfeiture rule applicable to withdrawals of employee contributions prior to 1977) shall remain forfeited and ignored hereunder. A Participant who forfeits service shall not forfeit his employee contributions or employee derived accrued benefit.

⁵⁹**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.

(c) 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 IV, Section 1 and to receive a pension in an amount determined under Sections 2, 3, 4, 6, 8 or 9 or Article IV, whichever is applicable.

⁵⁷ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.
Section ADDED – Amendment XXXVI, February 27, 2002, retroactively effective August 3, 1992 (The last sentence was added at the end of Article II, Section 1(d).)

⁵⁸ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁵⁹ Section AMENDED – Amendment XV, June 25, 1997, retroactively effective December 24, 1989.

Section AMENDED – Amendment XXIV, June 23, 1999, effective December 26, 1999.

Section AMENDED – Amendment XXVIII, February 23, 1999, retroactively effective December 26, 1999.

⁶⁰Section 4. Special Rules For Employers With Nonaffiliate Employees.

(a) It is recognized that Section 401(a)(26) and Section 410(b) of the Code (collectively, the “New Participation Rules”) apply to the Plan. This Section 4 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 4 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 4.

(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 such Nonaffiliate Employer and its Nonaffiliate Participants shall be covered by the provisions of Section 4(d) of this Article II.

(c) Except as provided by Section 4(d) of this Article II, Nonaffiliate Employers and Nonaffiliate Participants 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 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 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 worked 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 4(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 4 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 4 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.

⁶⁰ Section AMENDED – Amendment XXX, August 23, 2000, retroactively effective December 21, 1997.
Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

(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 4 with regard to any “current benefit structure” as defined under the New Participation Rules, (iii) applying this Section 4 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 4, and/or (v) requiring a transfer of assets and liabilities with respect to the Nonaffiliate Participants of any Nonaffiliate Employer.

⁶¹(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, if permitted by the Internal Revenue Service, may determine who is a highly compensated employee (“HCE”) as of a snapshot date.

(4) (A) Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual’s compensation from or status with respect to that Employer. For purposes of determining who is an HCE, compensation means compensation as defined in Section 14(a)(1)(B) 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.

⁶¹ Section ADDED – Amendment X, October 25, 1995, effective retroactively to December 26, 1993.

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 4 shall apply notwithstanding any other provisions of the Plan to the contrary.

⁶²Section 5. 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 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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⁶² Section ADDED – Amendment XXX, August 23, 2000, retroactively effective December 12, 1994.
Section AMENDED – Amendment LXXXIV, October 28, 2010, retroactively effective January 1, 2007.

ARTICLE III

CONTRIBUTIONS TO THE FUND

Section 1. Accumulated Employer Contributions

Each Employer shall pay into the Fund upon the Effective Date of the Old Plan, or within sixty (60) days thereafter, a sum equal to the accumulated contributions at the rates established by the appropriate subdivision of Exhibit A attached hereto and made a part hereof, from October 26, 1953, or from such other date as may be provided for the purpose in the Collective Bargaining Agreement applicable to such Employer to October 24, 1954.

Section 2. Employer Contributions

Commencing October 24, 1954, 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; provided, however, that each such Participant must make any contributions which are required by Section 4 of this Article. 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 months after such amendment agreement is made and within six months after the termination date specified in Section 3 of this Article as and if extended.

Payment by an Employer of the contributions required by this Section and Section 1 of Article III shall completely discharge such Employer's financial obligations under this Plan and its Collective Bargaining Agreements with reference to this Plan, except to the extent Section 7 of Article III applies and except with respect to withholding and transmitting any Participant contributions which are required as set forth in Sections 4 and 6 of Article III.

In addition to the foregoing contributions by Employers, each Employer (including any employer whose status as an Employer was terminated) shall be liable to the Plan for any withdrawal liability owed to the Plan under Section 4201 et. seq. of ERISA. In general, the amount of such withdrawal liability shall be calculated in accordance with the method set forth in Section 4211(c)(3) of ERISA. Unless the Directors determine otherwise, the Contribution Collection Committee shall have the power to establish any other rules necessary for the determination of the amount of any withdrawal liability and the collection of such withdrawal liability.

Section 3. Period of Employer Contributions

Such contributions shall continue, as set forth in Section 2 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.

Section 4. Participants Contributions

- (a)
 - (1) Commencing October 24, 1954 and through October 27, 1990, each Participant shall contribute to the Fund a sum measured by the appropriate subdivision of said Exhibit A which is then applicable to each such Participant. 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 Participants affected by such agreements, such provisions 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.
 - (2) 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 months after such amendment agreement is made and within six months after the termination date specified in Section 5 of this Article as and if extended.
 - (3) Each Participant participating under Section 1(b) of Article II shall sign and file a written irrevocable authorization with the Directors which directs any Employer to withhold the required contributions from his compensation, and any Employer of such Participant shall thereafter withhold such contributions. In addition, any Employer may require a Participant employed by it to sign and file such authorization with such Employer.
- (b) Commencing October 28, 1990, no Participant contributions shall be required under the Plan.

Section 5. [Intentionally Left Blank]

⁶³**Section 6. Mode of Payment**

All contributions of the Participant withheld by the Employer under Section 4 of this Article and all contributions of the Employer under Section 2 of this Article shall be payable to the Fund by transmitting to the Directors a check payable to the Trustee of the Motion Picture Industry Pension Trust and shall be payable weekly by each Employer. Each contribution shall be deemed due and owing at the end of such period, the first of which shall commence October 24, 1954, and shall be paid within ten (10) working days after the end of such period; provided, however, that such payments shall be accumulated and paid on the Effective Date of the Old Plan, or within ten (10) days thereafter, if such Effective Date is after October 24, 1954. 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.

⁶⁴**Section 7. 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 Picture) 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.

(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

⁶³ Section AMENDED – Amendment LXXXI, effective January 1, 2010.

⁶⁴ Section AMENDED – Amendment I, effective August 30, 1993.

Section AMENDED – Amendment LXXXI, effective January 1, 2010. (Section 7(a) was amended.)

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 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.

⁶⁵(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.

⁶⁶(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 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.

⁶⁵ Section AMENDED – Amendment LV, November 3, 2004.

⁶⁶ Section AMENDED – Amendment LX, December 20, 2004. (Article III, Section 7(f) is amended in its entirety.)

(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 intentionally 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.

⁶⁷(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.

⁶⁷ Section ADDED – Amendment XVIII, December 17, 1997, effective January 1, 1998.

⁶⁸Section 8. 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.

- (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

⁶⁸ Section AMENDED – Amendment XXIII, February 24, 1999, effective April 1, 1999.

Section REPLACED – Amendment XXXVII, June 26, 2002 (Section replaced in its entirety effective June 26, 2002.)

Section REPLACED – Amendment LV, November 3, 2004. (Section replaced in its entirety.)

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 9. New Employers

An Employer which becomes a party hereto and any Employees of such Employer who become Participants hereunder after October 24, 1954, 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 Participants) 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 and such Employees become Participants hereunder. Nothing in the provisions of Section 1, 2, 3, 4 or 5 of this Article shall be construed as requiring an Employer or a Participant, as contemplated under this Section 9, to make any retroactive contributions other than as may be specifically contained in the Collective Bargaining Agreement relating to such Employer and Participant. Upon the execution of a Collective Bargaining Agreement requiring contributions to this Plan whereby the Employer is required to become a party hereto and Employees become Participants hereunder, 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 and its Participants to make contributions under the Plan.

Section 10. Designated Groups of Employees

- (a) An Employer which designates (and receives approval of the Directors), pursuant to the provisions of Section 11 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, and any such employee who becomes a Participant 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 Participants employed by it) 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 (1) an Employer to make any retroactive contributions prior to October 26, 1953, or 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 (herein referred to as the "First Applicable Agreement"), whichever is later, or (2) a Participant to make any retroactive contributions prior to October 24, 1954, or the date of his initial employment with the Employer following the effective date of the First Applicable Agreement, whichever is later. The Employer shall not be obligated to make its contribution on behalf of any such Participant unless, and until, such Participant has contributed to the Plan the amount required from him, hereunder. This Section 10 is subject to the provisions of Article I, Section 11(c).

(b) Notwithstanding any implication to the contrary in the preceding subsection, no Participant contributions shall be required to the Plan for periods beginning on and after October 28, 1990.

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ARTICLE IV

PENSION AND DEATH BENEFITS

Section 1. Pension Requirements

⁶⁹(a) 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 calendar months prior to the selected retirement date and in accordance with such reasonable rules and regulations therefore 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 actuarial equivalent of the benefit (as determined pursuant to Article IV, Section 16(d)) is equal to or less than the Cash-Out Amount.

A Participant must retire concurrently under the Individual Account Plan except (1) as set forth in Article IV, Section 5(c)(2), or (2) if the Participant is vested and has attained Normal Retirement Age under the Individual Account Plan but is not vested in this Plan.

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.

⁷⁰(b) Notwithstanding anything to the contrary contained herein, every Participant's pension benefits must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2, unless the Participant elects in writing prior to such date on such forms as shall be established by the Plan to defer commencement of the pension benefit until April 1 of the calendar year following the calendar year in which the Participant attains the "applicable age." The "applicable age" shall be 72 for persons who attain age 72 on or before December 31,

⁶⁹ Section ADDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XXVIII, February 23, 2000, effective January 1, 2000.
Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000. (Second Sentence of Article IV, Section 1 is amended.)

Section AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV, Section 1(a).

⁷⁰ Section AMENDED – Amendment CXI, December 16, 2021, effective January 1, 2022.
Section AMENDED – Amendment CXIV, April 20, 2023, effective January 1, 2023

2022, 73 for persons who attain age 72 after December 31, 2022 and 75 for persons who attain age 74 after December 31, 2032. In addition, any benefits deferred under the prior sentences and 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.

⁷¹(c) The amount of Normal Retirement Pension to be paid is set forth in Article IV, Section 2. Subject to Article X, Section 2(u), the Directors shall have full authority, in their sole discretion, to determine and change from time to time the amount of such pension. Any change in the Normal Pension amount so established from time to time by the Directors shall be specified in an amendment as set forth in Article VI. Notwithstanding the foregoing, no amendment shall reduce an accrued benefit or eliminate or reduce an early retirement benefit, retirement-type subsidy or optional form of benefit in violation of Section 411(d)(6) of the Code.

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

⁷²(e) For all purposes of the Plan, 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 IV, Section 5(e), even if he is subsequently reemployed thereafter. However, if a Participant commences to receive a Disability Pension which is later suspended, the Participant may have a second retirement and a new retirement date. In addition, if a Participant who previously participated in another plan that merged into this Plan commences his or her Frozen Benefit (as defined in an Exhibit to this Plan addressing such merger), but not the Future Benefit (as defined in said Exhibit), then the Participant may have a second retirement and a new retirement date with respect to the Future Benefit."

⁷³**Section 2. Normal Retirement Pension**

⁷⁴(a) For a retirement, commencing on and after January 1, 1976, by a participant who has accumulated at least one Credited Hour after December 21, 1975, the Normal Retirement Pension payable to a Participant shall be the larger of paragraphs (1) and (2) below.

(1) The pension benefit of such Participant computed under the provisions of the Old Plan based upon the Qualified Years and Credited Hours of the Participant as of December 21, 1975, plus ten percent (10%) thereof if the retirement commenced prior to April 2, 1976; or

(2) The sum of:

(A) \$.0078 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.0104 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

⁷¹ REPLACED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.

⁷² Section AMENDED – Amendment XXXVII, August 27, 2003.

⁷³ Section AMENDED – Amendment XVI, October 22, 1997, retroactively effective August 1, 1997. (Paragraph (6) deleted)

⁷⁴ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

(C) \$.0104 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years, provided that, a \$.0066 rate shall apply in lieu of the \$.0104 rate with respect to (I) Credited Hours credited before 1988 followed by a Break in Service before 1988, (II) benefits that went into pay status before 1988 or (III) benefits earned prior to a retirement commencing on or after January 1, 1988 with respect to applications for retirement filed before September 1, 1987.

For the purpose of this subsection (a)(2), Credited Hours shall include only those accumulated after October 24, 1954, and prior to the "cessation date," as defined in the next sentence. The cessation date shall be the later of the end of the Computation Year next following the Participant's sixty-fifth (65th) birthday or the end of the Computation Year during which the Participant is credited with both twenty (20) Qualified Years and twenty thousand (20,000) Credited Hours. Notwithstanding the preceding sentence, Credited Hours earned after the cessation date and prior to retirement are included, provided that (I) Credited Hours after the cessation date and before December 25, 1977 shall not be included in the case of a Break in Service Participant on December 25, 1977, and (II) this sentence shall not apply to a Participant who retired before 1978. Credited Hours earned after age sixty-five (65) and after retirement are included to the extent set forth in Article IV, Section 7. Also for such purpose, Credited Hours shall not include those prior to a termination of participation on or before December 21, 1975, pursuant to the provisions of Article II, Section 2 of the Old Plan.

⁷⁵(3) (A) For all purposes of this Plan, a benefit or pension that "went into pay status" before a specified date shall refer to (I) all pensions accrued prior to a retirement that occurred before that specified date and (II) any additional benefits accrued after a retirement and before the specified date if such additional benefit was actually paid in any month prior to the specified date (or would have been paid but for the fact that such additional benefit was offset by pensions previously paid), even if the pension was subsequently suspended because of reemployment. A pension or benefit that "went into pay status" before a specified date shall not include (I) any benefit paid under Article IV, Section 4(b) unless the Participant retires before the specified date or (II) with respect to a Pensioner described in Article IV, Section 7(c), any benefit accrued under Article IV, Section 7(d) if such benefit is not paid in any month prior to the specified date because each such month in which such benefit could have been paid was a Month of Suspendible Service. Notwithstanding the foregoing, if a Participant who previously participated in another plan that merged into this Plan retires and commences his or her Frozen Benefit (as defined in an Exhibit to this Plan addressing such merger), but has not retired with respect to his Future Benefit (as defined in said Exhibit), then the Frozen Benefit will be treated as having "went into pay status," and the Future Benefit will not be treated as having "went into pay status."

(B) For a Pensioner who retires on his Normal Retirement Date and who is not married on such date, a Normal Retirement Pension in the amount determined under this section shall be paid on the first day of each month starting the

Pensioner's Normal Retirement Date and continuing thereafter, except as provided in Section 7 of this Article, through the payment made on the first day of the month in which the death of the Pensioner occurs. For a Pensioner who is married on his Normal Retirement Date, see Article IV, Section 6.

- (b) For a retirement commencing on and after February 1, 1976, and prior to February 23, 1977, by a Participant who has accumulated at least one Credited Hour after December 21, 1975, the Normal Retirement Pension payable to a Participant shall be calculated in accordance with the provisions of Article IV, Section 2(b) of this Plan as in effect on December 26, 1992.
- (c) For a retirement other than one covered by subsections (a) or (b) above, the annual Normal Retirement Pension payable to a Participant shall be computed under the provisions of the Old Plan, plus ten percent (10%) thereof, effective February 1, 1976, if the retirement commenced prior to April 2, 1976.
- (d) An additional supplemental pension in the amount of forty percent (40%) of the amount determined under Section 2(a)(2) above of this Article IV shall be paid to a Participant in the event of such Participant's retirement on or after August 1, 1979, on a Normal Retirement Date, Early Retirement Date, Late Retirement Date, or for disability by a Participant who:

- (1) Was age 55 or more on August 1, 1979,
- (2) Was a Participant on August 1, 1979 (but not a Break in Service Participant on December 22, 1979), and
- (3) Worked a Credited Hour after April 30, 1979.

This 40% increase shall not apply to benefits attributable to Credited Hours before 1980 followed by a Break in Service before 1980. See also subsection (j) below.

- (e) Effective January 1, 1983, an additional supplemental pension as follows:
- (1) An additional 10% added to the otherwise payable pensions of all Participants as of January 1, 1983 and thereafter, including pensions that went into pay status before 1983, if such pension is calculated under the provisions of subsections (a) or (b) or (c) (but not (d)) above of this Section 2 of Article IV;
 - (2) An additional 7-1/7% added to the otherwise payable pensions of all Participants as of January 1, 1983 and thereafter, including pensions that went into pay status before 1983, if such pension is calculated under the provisions of subsection (d) above of this Section 2 of Article IV.
 - (3) The increase in paragraphs (1) and (2) above shall not apply to benefits attributable to Credited Hours credited before 1982 which have been followed by a Break in Service before 1982. The preceding sentence shall not apply to a pension that went into pay status before February 1, 1983.
- (f) Effective August 1, 1985, an additional supplemental pension as follows:
- (1) An additional 10% added to any otherwise payable pensions of Participants that went into pay status before August 1, 1985.

- (2) An additional 25% added to any otherwise payable pension of all Participants as of August 1, 1985 and thereafter, provided that this 25% increase shall not apply to (A) benefits attributable to Credited Hours credited before 1985 which have been followed by a Break in Service before 1985 or (B) pensions that went into pay status before August 1, 1985.
- (g) Effective August 1, 1988, an additional supplemental pension as follows:
- (1) An additional 5% added to any otherwise payable pensions of Participants that went into pay status prior to August 1, 1988.
- (2) An additional 25% shall be added to any otherwise payable pensions of all Participants as of August 1, 1988 and thereafter, provided that this 25% increase shall not apply to (A) benefits attributable to Qualified Years credited before 1988 which have been followed by a Break in Service before 1988 or (B) pensions that went into pay status before August 1, 1988.
- (h) Effective January 1, 1989, an additional supplemental pension of 15% shall be added to the otherwise payable pensions of all Participants who retire from January 1, 1989 through October 1, 1990. Notwithstanding the preceding sentence, this 15% increase shall not apply to (1) benefits attributable to Credited Hours credited before 1989 which have been followed by a Break in Service before 1989, (2) pensions earned after a Participant's retirement, or (3) pre-retirement death benefits.
- (i) Effective January 1, 1990, an additional supplemental pension of 15% shall be added to the otherwise payable pensions of all Participants as of January 1, 1990 and thereafter. Notwithstanding the preceding sentence, this 15% increase shall not apply to (1) benefits attributable to Credited Hours credited before 1990 which have been followed by a Break in Service before 1990, (2) pensions that went into pay status before 1990 or (3) any pensions that were increased pursuant to Article IV, Section 2(h).
- (j) With respect to Plan Years commencing on or after December 24, 1989, Participants described in subsection (d) shall accrue benefits under this Plan at the same rate as Participants not described in subsection (d).
- (k) Effective January 1, 1991, an additional supplemental pension of 5% shall be added to the otherwise payable pensions of all Participants as of January 1, 1991 and thereafter, including pensions that went into pay status before January 1, 1991. Notwithstanding the preceding sentence, except for pensions that went into pay status before January 1, 1991, the increase shall not apply to benefits attributable to Credited Hours credited before 1991 which have been followed by a Break in Service before 1991.
- (l) Effective January 1, 1992, an additional supplemental pension of 3% shall be added to the otherwise payable pensions of all eligible Participants as of January 1, 1992 and thereafter. Notwithstanding the preceding sentence, this 3% increase shall not apply to (1) benefits attributable to Credited Hours credited before 1992 which have been followed by a Break in Service before 1992 or (2) pensions that went into pay status before January 1, 1992.

⁷⁶(m) Effective January 1, 1993, pensions shall be adjusted as follows:

(1) Except to the extent a pension is calculated under article IV, Section 2 (d), the Normal Retirement Pension shall be the larger of the amount set forth in Article IV, Section 2 (a) (1) or the sum of:

(A) \$.0203 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.027 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and;

(C) \$.027 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

For purposes of clauses (A), (B) and (C), Credited Hours shall be limited as set forth in Section 2 (a) (2).

(2) To the extent such pension is calculated under the provisions of Article IV, Section 2 (d) (as limited by Section 2 (j)), the Normal Retirement Pension shall be calculated in accordance with clause (m) (1) above, except that the rate described in clause (m) (1) (A) shall be \$.0273 and the rate described in clauses (m) (1) (B) and (m) (1) (C) shall be \$.0364.

(3) The new pension amounts described in clauses (1) and (2) above shall not apply to (A) benefits attributable to Credited Hours credited before 1993 which had been followed by a Break in Service before 1993 or (B) pensions that went into pay status before January 1, 1993.

(4) An additional five percent (5%) shall be added to any otherwise payable pensions that went into pay status before January 1, 1993, provided that for all Participants whose Benefit Commencement Date was on or before January 1, 1987, such amount shall be increased by one percent (1%), up to a maximum increase of ten percent (10%), for each full calendar year that the Benefit Commencement Date preceded January 1, 1988. Accordingly, the maximum additional amount added to the otherwise payable pensions of Participants pursuant to this clause (4) shall not exceed fifteen percent (15%).

Any retroactive payments required by virtue of the foregoing subsection (m) shall be made without interest as follows: (i) with respect to Participants entitled to the increase as a result of Amendment V to the Plan, such payments shall be made as soon as practicable after May 1, 1994 and (ii) with respect to all other Participants entitled to the increase, such payment shall be made as soon as practicable after September 1, 1994.

⁷⁶ Section ADDED – Amendment V, effective May 1, 1994.
Section AMENDED – Amendment VII, effective September 1, 1994.

⁷⁷(n) Effective January 1, 1996, pensions shall be adjusted as follows:

(1) Except to the extent a pension is calculated under Article IV, Section 2(d), the Normal Retirement Pension shall be the larger of the amount set forth in Article IV, Section 2(a)(1) or the sum of:

(A) \$.024 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.032 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(C) \$.032 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

For purposes of paragraphs (A), (B) and (C), Credited Hours shall be limited as set forth in Section 2(a)(2).

(2) To the extent such pension is calculated under the provisions of Article IV, Section 2(d) (as limited by Section 2(j)), the Normal Retirement Pension shall be calculated in accordance with subsection (n)(1) above, except that the rate described in subsection (n)(1)(A) shall be \$.0323 and the rate described in subsection (n)(1)(B) and (n)(1)(C) shall be \$.0430.

(3) The new pension amounts described in paragraphs (1) and (2) above shall not apply to (A) benefits attributable to Credited Hours credited before 1996 which had been followed by a Break in Service before 1996 or (B) pensions that went into pay status before January 1, 1996.

⁷⁸(4) (A) With respect to pensions that went into pay status before January 1, 1996, the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled. Solely for November, 1999, the preceding sentence shall also apply to the frozen benefits described in Article II, paragraph 2.B. of Exhibit X and the frozen benefits described in Article II, paragraph 2.B. of Exhibit Y.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any

⁷⁷ Section ADDED – Amendment XII, effective August 1, 1996.

Section AMENDED – Amendment XVI, October 22, 1997, section (n) is amended retroactively effective August 1, 1997.

⁷⁸ Section AMENDED – Amendment XIV, April 23, 1997, retroactively effective January 1, 1996.

Section AMENDED – Amendment XXVI, December 15, 1999, retroactively effective January 1, 1999.

Section AMENDED – Amendment XXXI, October 25, 2000, retroactively effective November 1, 1999.

payment pursuant to this subsection (n)(4) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (n)(4) shall only be made in the Plan Years ending in 1996–1999. They shall not be made in any other year unless the Plan is amended, in accordance with the Collective Bargaining Agreement, to provide the increase.

- (5) (A) Any retroactive payments required by virtue of the original adoption of this subsection (n) shall be made (without interest) as soon as practicable after August 1, 1996. Any retroactive payments required by virtue of the amendments to this subsection (n) adopted in Amendment XVI to the Plan shall be made without interest as follows. First, Pensioners who become eligible for the retiree increase set forth in subsection (n)(4) for the 1996 Plan Year will receive the 1996 payment as soon as practicable on or after November 1, 1997. Second, subject to paragraph (B) below, Pensioners who become eligible for the active increase set forth in subsections (n)(1) or (2) will receive a lump sum, as soon as practicable after November 1, 1997, equal to the increase for all months since their retirement date until the lump sum is made.

(B) This paragraph (B) applies to Participants whose benefits go into pay status on or after January 1, 1996, and who were, or would become entitled to, a pension increase under the terms of subsection (n)(4) that were in effect before the adoption of Amendment XVI (but ignoring any Collective Bargaining Agreements that become effective after the date of adoption of Amendment XVI). Such Pensioners shall receive the greater of the active or retiree increase, as follows. Such Pensioners who retired on or after January 1, 1996, and on or before the applicable November 1 payment date, shall receive the applicable retiree increase in accordance with the rules set forth above. However, the lump sum payment for the active increase referred to in the preceding paragraph shall be decreased by the amount of the aggregate retiree increases paid for 1996 and 1997. (In the case of a Pensioner that has not received either increase prior to the retroactive payments, the foregoing two sentences shall be implemented by giving the Participant the greater of the two retroactive payments.) If the aggregate 1996 and 1997 retiree increase exceeds such lump sum amount, the excess shall be recouped against the active increase paid under this subsection (n) for subsequent months. Such Pensioners shall also receive the 1998 retiree increase; however, it shall be reduced by any active increases paid under this subsection (n) in prior months. Any 1998 retiree increase actually paid shall be recouped against the active increase paid under this subsection (n) for subsequent months. Notwithstanding the foregoing, a Pensioner who retires on or after the date Amendment XVI is adopted and who has never had a Break in Service, shall only receive the increases set forth in subsection (n)(1) or (2).

⁷⁹(o) Effective August 1, 2000, pensions shall be adjusted as follows:

(1) Except to the extent a pension is calculated under Article IV, Section 2(d), the Normal Retirement Pension shall be the larger of the amount set forth in Article IV, Section 2(a)(1) of the sum of:

(A) \$.0295 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.0393 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(C) \$.0393 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

For purposes of paragraphs (A), (B) and (C), Credited Hours shall be limited as set forth in Section 2(a)(2). In addition, an additional 23% shall be added to the frozen benefits described in Article II, paragraph 2.B of Exhibit X and the frozen benefits described in Article II, paragraph 2.B of Exhibit Y (collectively "Frozen Benefits").

(2) To the extent such pension is calculated under the provisions of Article IV, Section 2(d) (as limited by Section 2(j)), the Normal Retirement Pension shall be calculated in accordance with subsection (o)(1) above, except that the rate described in subsection (o)(1)(A) shall be \$.0397 and the rate described in subsection (o)(1)(B) and (o)(1)(C) shall be \$.0529.

(3) The new pension amounts or increases described in paragraphs (1) and (2) above shall not apply to (A) benefits attributable to Credited Hours credited before 2000 which had been followed by a Break in Service before 2000, (B) any portion of the Frozen Benefits that are not entitled to any such increase pursuant to Article II, paragraph 2.B.II of Exhibit X or Article II, paragraph 2.B.II of Exhibit Y, or (C) pensions (including Frozen Benefits) that went into pay status before August 1, 2000.

(4) (A) With respect to pensions (including Frozen Benefits) that went into pay status before August 1, 2000, the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any

⁷⁹ Section ADDED – Amendment XXVIII, February 23, 2000, Section (o) is added effective August 1, 2000.
Section AMENDED – Amendment XXXI, October 25, 2000, retroactively effective August 1, 2000.
Section AMENDED – Amendment XXXII, December 20, 2000, retroactively effective August 1, 2000.

payment pursuant to this subsection (o)(4) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (o)(4) shall not be made in any year after 2002 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2002. In addition, the additional payments for 2001 and 2002 are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. First, no such payments shall be made in 2001 or 2002 unless the Internal Revenue Service has previously issued a favorable determination letter that the Plan, including this subsection (o), qualifies under Section 401(a) of the Code. Second, no such payment shall be made for 2002 unless there would be adequate funds in the Motion Picture Industry Health Plan (Retired Employees' Fund) to maintain benefits and a twenty-month reserve under the Retired Employees' Fund in November 2002.

- (5) Any retroactive payments required by virtue of the amendments to this subsection (o) adopted in Amendment XXXII to the Plan shall be made without interest after adoption of such amendment.

⁸⁰(p) Effective August 1, 2003, pensions shall be adjusted as follows:

- (1) (A) With respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit X, Y or Z) that went into pay status before August 1, 2003, except as set forth in this subsection (p), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (p)(1) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (p)(1) shall not be made in any year after 2005 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide

⁸⁰ Section ADDED – Amendment XXXXV, May 23, 2003, effective August 1, 2003.

Section AMENDED – Amendment LIX, December 20, 2004.

Section REPLACED – Amendment LXIX, June 28, 2006, retroactively effective August 1, 2003. (Section (p) was replaced in its entirety.)

the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2005. In addition, the payments described in this subsection (p) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. First, no such payments shall be made in 2003 or 2004 unless there would be adequate funds in the Motion Picture Industry Health Plan (Retired Employees' Fund) to maintain benefits and an eight-month reserve under the Retired Employees' Fund in November of the applicable year. Second, no such payments shall be made in November 2005 unless there would be adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees' Funds) to maintain benefits and an eight-month reserve under the each of the Active and Retired Employees' Funds in November 2005.

(D) Any retroactive payments shall be made without interest.

(2) Except to the extent a pension is calculated under Article IV, Section 2(d), the Normal Retirement Pension shall be the larger of the amount set forth in Article IV, Section 2(a)(1) or the sum of:

(A) \$.0339 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.0452 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(C) \$.0452 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

For purposes of paragraphs (A), (B) and (C), Credited Hours shall be limited as set forth in Section 2(a)(2). In addition, an additional 15% shall be added to the frozen benefits described in Article II, paragraph 2.B of Exhibits V, W, X, Y and Z (collectively "Frozen Benefits").

(3) To the extent such pension is calculated under the provisions of Article IV, Section 2(d) (as limited by Section 2(j)), the Normal Retirement Pension shall be calculated in accordance with subsection (p)(2) above, except that the rate described in subsection (p)(2)(A) shall be \$.0457 and the rate described in subsections (p)(2)(B) and (p)(2)(C) shall be \$.0608.

(4) The new pension amounts or increases described in paragraphs (2) and (3) above shall not apply to: (A) benefits attributable to Credited Hours credited before 2003 which had been followed by a Break in Service before 2003; (B) any portion of the Frozen Benefits attributable to service credited before 2003 which has been followed by a Break in Service (or the equivalent under the applicable Local Plan) before 2003; or (C) pensions (including Frozen Benefits) that went into pay status before August 1, 2003.

⁸¹(q) Effective August 1, 2006, pensions shall be adjusted as follows:

(1) (A) With respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit V, W, X, Y or Z) that went into pay status before August 1, 2006, except as set forth in this subsection (q), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (q)(1) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (q)(1) shall not be made in any year after 2008 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2008. In addition, the payments described in this subsection (q) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. No such payments shall be made in 2006, 2007 or 2008 unless there would be adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees' Funds) to maintain benefits and an eight-month reserve under each of the Active and Retired Employees' Funds in November of the applicable year.

(D) Any retroactive payments shall be made without interest.

(2)⁸² Except to the extent a pension is calculated under Article IV, Section 2(d), the Normal Retirement Pension shall be the larger of the amount set forth in Article IV, Section 2(a)(1) or the sum of:

(A) \$.03729 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$.04972 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(C) \$.04972 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

⁸¹ Section ADDED – Amendment LXIX, June 28, 2006, effective August 1, 2006. (Section (q) was added.)

⁸² Section ADDED – Amendment LXXIX, June 25, 2009, retroactively effective August 1, 2006, (Article IV, Section 2(q) is amended by the addition of new paragraphs (2), (3) and (4))

For purposes of paragraphs (A), (B) and (C), Credited Hours shall be limited as set forth in Section 2(a)(2). In addition, an additional 10% shall be added to the frozen benefits described in Article II, paragraph 2.B of Exhibits V, W, X, Y and Z (collectively "Frozen Benefits").

(3) To the extent such pension is calculated under the provisions of Article IV, Section 2(d) (as limited by Section 2(j)), the Normal Retirement Pension shall be calculated in accordance with subsection (q)(2) above, except that the rate described in subsection (q)(2)(A) shall be \$.05027 and the rate described in subsections (q)(2)(B) and (q)(2)(C) shall be \$.06688.

(4) The new pension amounts or increases described in paragraphs (2) and (3) above shall not apply to: (A) benefits attributable to Credited Hours credited before 2006 which had been followed by a Break in Service before 2006; (B) any portion of the Frozen Benefits attributable to service credited before 2006 which has been followed by a Break in Service (or the equivalent under the applicable Local Plan) before 2006; or (C) pensions (including Frozen Benefits) that went into pay status before August 1, 2006.

⁸³(r) Effective August 1, 2009, pensions shall be adjusted as follows:

(1) (A) With respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit W, X, Y or Z) that went into pay status on or before August 1, 2009, except as set forth in this subsection (r), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (r)(1) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (r)(1) shall not be made in any year after 2011 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2011.

(D) Any retroactive payments shall be made without interest.

(2) [Reserved]

⁸³ Subsection (r) ADDED – Amendment LXXXIII, July 1, 2010, retroactively effective August 1, 2009.

⁸⁴(s) Effective August 1, 2012, pensions shall be adjusted as follows:

- (1) With respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit W, X, Y or Z) that went into pay status on or before August 1, 2009, except as set forth in this subsection (s), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.
- (2) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (s) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).
- (3) Notwithstanding the foregoing, the pension payments described in this subsection (s) shall not be made in any year after 2014 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2014. In addition, the payments described in this subsection (s) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. No such payments shall be made in 2012, 2013 or 2014 unless: (i) there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees' Funds) to maintain benefits and an eight-month reserve under each of the Active and Retired Employees' Funds in November of the applicable year; (ii) the Plan has been certified, in accordance with Code Section 432, as not being in endangered or critical status by the Plan actuary for the calendar year in which the payments are to be made; and (iii) the Plan actuary provides each year, in accordance with the Pension Relief Act of 2010, the certification required by Code Section 431(b)(8)(D)(i), including without limitation a certification that the payments are funded by additional contributions not previously allocated to the Plan.
- (4) Any retroactive payments shall be made without interest."

⁸⁵(t) Pensions shall be adjusted as follows:

- (1) (A) Effective August 1, 2015, with respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit W, X, Y or Z) that went into pay status on or before August 1, 2009, except as set forth in this subsection

⁸⁴ Subsection (s) ADDED – Amendment LXXXIX, October 31, 2013, retroactively effective August 1, 2012.

⁸⁵ Subsection (t) ADDED – Amendment CI, December 22, 2016, retroactively effective August 1, 2015.

Subsection (t)(1)(C) AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018.

Subsection (t)(4) AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018.

(t)(1), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(B) Pensioners that are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (t)(1) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(C) Notwithstanding the foregoing, the pension payments described in this subsection (t)(1) shall not be made in any year after 2017 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2017. In addition, the payments described in this subsection (t)(1) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. No such payments shall be made in 2015, 2016 or 2017 unless: (i) there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees Funds in November of the applicable year; (ii) the Plan has been certified, in accordance with Code Section 432, as not being in endangered or critical status by the Plan actuary for the calendar year in which the payments are to be made; (iii) the Plan actuary provides, with respect to pension payments described in this subsection (t)(1) for 2015 and 2016, in accordance with the Pension Relief Act of 2010, the certification required by Code Section 431(b)(8)(D)(i), including without limitation a certification that the payments are funded by additional contributions not previously allocated to the Plan; (iv) the cost of pension payments described in this subsection (t), if any, provided in 2017 shall be amortized over fifteen (15) years commencing January 1, 2017; (v) if the Plan has insufficient funds to provide the benefit described in paragraph (t)(1) after accounting for existing obligations to provide such payments, but would have sufficient funds to provide such benefit if paragraph (t)(1) were applied by substituting the word "doubled" for the word "tripled," then paragraph (t)(1) shall be applied by substituting the word "doubled" for the word "tripled;" and (vi) if the Plan has insufficient funds to provide the benefit described in paragraph (t)(1) after accounting for existing obligations to provide such payments if paragraph (t)(1) were applied by substituting the word "doubled" for the word "tripled," then no benefit shall be provided under paragraph (t)(1).

(D) Any retroactive payments shall be made without interest.

- (2) Effective January 1, 2017, the rates set forth in paragraph (2) of subsection (q) shall be increased by ten percent (10%) with respect to Credited Hours

accumulated prior to January 1, 2017. In addition, an additional ten percent (10%) shall be added to the frozen benefits described in Article II, paragraph 2.B of Exhibits V, W, X, Y and Z (collectively "Frozen Benefits"). The increases described in this paragraph (2) shall not apply to: (A) benefits attributable to Credited Hours credited before 2017 which had been followed by a Break in Service before 2017; (B) any portion of the Frozen Benefits attributable to service credited before 2017 which has been followed by a Break in Service (or the equivalent under the applicable Local Plan) before 2017; or (C) pensions (including Frozen Benefits) that went into pay status before August 1, 2015. The increases described in this paragraph (2) shall become effective only if there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees Funds as of January 1, 2017. Any retroactive payments shall be made without interest.

- ⁸⁶(3) Effective January 1, 2021, the rates set forth in paragraph (2) of subsection (q) shall be increased by ten percent (10%) with respect to Credited Hours accumulated on or after January 1, 2017 and prior to January 1, 2021. The increases described in this paragraph (2) shall not apply to: (A) benefits attributable to Credited Hours credited before 2021 which had been followed by a Break in Service before 2021; or (B) pensions (including Frozen Benefits) that went into pay status on or before January 1, 2017. The increases described in this paragraph (2) shall become effective only if there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees Funds as of January 1, 2021. Any retroactive payments shall be made without interest. If the term of a successor agreement to the 2015 IATSE Basic Agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term, except that the period of the pension benefit increase immediately following January 1, 2017 shall be equivalent to such term plus one (1) year. For purposes of this Article IV, Section 2(t)(3) only, a Participant who otherwise incurred a Break in Service as of the end of the Computation Year ending in 2020 but who earned 200 or more Vested Hours in the Computation Year ending in 2021 will not be treated as incurring a Break in Service.
- (4) Effective January 1, 2024 and every three-year anniversary thereafter, the rates set forth in paragraph (2) of subsection (q) shall be increased by ten percent (10%) with respect to Credited Hours accumulated during the prior three-year period. The increases described in this paragraph (2) shall not apply to benefits attributable to Credited Hours which had been followed by a Break in Service during the prior three-year period. The increases described in this paragraph (2) shall become effective during a three-year period beginning January 1, 2024 or a three-year anniversary thereafter if: (i) there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees' Funds as of the first day of such three-year period; and (ii) the Plan has been

⁸⁶ Section AMENDED – Amendment CIX, February 25, 2021, retroactively effective January 1, 2021.
Section AMENDED – Amendment CXI, December 16, 2021, retroactively effective January 1, 2021.

certified, in accordance with Code Section 432, as not being in endangered or critical status by the Plan actuary for the calendar year in which the payments are to be made. Any retroactive payments shall be made without interest. If the term of a successor agreement to the 2018 IATSE Basic Agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

- (5) If the term of a successor agreement to the 2015 IATSE Basic Agreement is other than three years, the effective dates of paragraphs (3) and (4) shall be adjusted to the extent necessary to comply with the terms of such Agreement.

⁸⁷(u) (1) Effective August 1, 2018, with respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit W, X, Y or Z) that went into pay status on or before August 1, 2009, except as set forth in this subsection (u), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(2) Pensioners who are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (u) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1).

(3) Notwithstanding the foregoing, the pension payments described in this subsection (u) shall not be made in any year after 2020 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2020. In addition, the payments described in this subsection (u) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. No such payments shall be made in 2018, 2019 or 2020 unless: (i) the Plan's actuaries, in conjunction with the Motion Picture Industry Health Plans' consultants, determine, taking into account the costs of the pension payments described in this subsection (u), that there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees Funds in November of the applicable year; (ii) the Plan has been certified, in accordance with Code Section 432, as not being in endangered or critical status by the Plan actuary for the calendar year in which the payments are to be made; (iii) the cost of pension payments described in this subsection (u), if any, provided in 2018, 2019 and 2020 shall be amortized over fifteen (15) years commencing January 1, 2017; and (iv) if the Plan has insufficient funds to provide the benefit described in paragraph (u) after accounting for existing obligations to provide such payments, but would have sufficient funds to provide such benefit if paragraph (u)(1) were applied by substituting the word "doubled" for the word "tripled," then paragraph (u)(1) shall be applied by

⁸⁷ Section (u) ADDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018.

substituting the word “doubled” for the word “tripled.”

(4) Any retroactive payments shall be made without interest.

⁸⁸(v) (1) Effective August 1, 2021, with respect to pensions (including frozen benefits described in Article II, paragraph 2.B of Exhibit W, X, Y or Z) that went into pay status on or before August 1, 2009, except as set forth in this subsection (v), the otherwise payable monthly benefit for November (but not any other month) of the year shall be tripled.

(2) Pensioners who are not entitled to their entire monthly benefit for November because they have a Month of Suspendible Service for November shall receive a special benefit in November (in addition to the employee derived portion, if any, of the November benefit) unless they have had a Month of Suspendible Service for each month from January through November, inclusive, of that calendar year. The special benefit is equal to two times the amount of the monthly benefit that would have been paid for November if the Pensioner did not have a Month of Suspendible Service. A Pensioner shall not be entitled to any payment pursuant to this subsection (v) if the November payment is not made (i) pursuant to Article IV, Section 7(a)(3), Section 7(b)(2) or Section 7(c)(2), or (ii) because the Participant is deemed to have failed to retire pursuant to Section 7(a)(1). A Pensioner whose last employment covered by the Plan was subject to a collective bargaining agreement shall not be entitled to any payment pursuant to this sub-section (v) until such a collective bargaining agreement covering such type of employment and providing for pension and health benefits economically equivalent to those provided under the 2021 I.A.T.S.E. and M.P.T.A.A.C Basic Agreement is ratified.

(3) Notwithstanding the foregoing, the pension payments described in this subsection (v) shall not be made in any year after 2023 unless the Plan is amended, in accordance with the Collective Bargaining Agreements, to provide the additional payments; there is no right (vested, accrued or otherwise) to any payments in years after 2023. In addition, the payments described in this subsection (v) are subject to the following conditions and shall not become vested or accrued unless and until such conditions are met. No such payments shall be made in 2021, 2022 or 2023 unless: (i) the Plan’s actuaries, in conjunction with the Motion Picture Industry Health Plans’ consultants, determine, taking into account the costs of the pension payments described in this subsection (v), that there are adequate funds in the Motion Picture Industry Health Plan (Active and Retired Employees Funds) to maintain benefits and an eight-month reserve in each of the Active and Retired Employees Funds in November of the applicable year; (ii) the Plan has been certified, in accordance with Code Section 432, as not being in endangered or critical status by the Plan actuary for the calendar year in which the payments are to be made; (iii) the cost of pension payments described in this subsection (v), if any, provided in 2021, 2022 and 2023 shall be amortized over fifteen (15) years commencing January 1, 2017; and (iv) if the Plan has insufficient funds to provide the benefit described in paragraph (v) after accounting for existing obligations to provide such payments, but would have sufficient funds to provide such benefit if paragraph (v)(1) were applied by substituting the word “doubled” for the word “tripled,” then paragraph (v)(1) shall be applied by substituting the word “doubled” for the word “tripled.”

(4) Any retroactive payments shall be made without interest.

⁸⁸ Section (v) ADDED – Amendment CXIII, October 13, 2022, retroactively effective August 1, 2021.

⁸⁹**Section 3. Early Retirement Pension**

(a) A Participant who retires on an Early Retirement Date shall be entitled to receive an Early Retirement Pension in an amount determined under Article IV, Section 2 in respect of such Participant reduced actuarially for commencement prior to the Participant's Normal Retirement Date; provided, however, there will be no actuarial reduction where early retirement occurs under the provisions of Article I, Section (9)(a)(3). In addition, effective for Participants whose Annuity Starting Date is on or after August 1, 1997, if the Participant has accumulated at least 30 Qualified Years and at least 60,000 Credited Hours at the time of his Annuity Starting Date (as calculated pursuant to Article I, Section 9(a)(3)) and retires prior to his 60th birthday, the benefits will be reduced actuarially for commencement prior to attainment of age 60. A monthly payment equal to the foregoing amount shall be paid on the first day of each month starting with the first day of the month following the date of the Pensioner's retirement and continuing thereafter, except as provided in Section 7 of this Article, through the payment made on the first day of the month in which the death of the Pensioner occurs.

(b) For a Participant who is married on his retirement date, see Article IV, Section 6.

Section 4. Late Retirement Pension

(a) A Participant who retires on a Late Retirement Date shall be entitled to receive a Late Retirement Pension in an amount determined under Article IV, Section 2 in respect to such Participant. A monthly payment equal to the foregoing amount shall be paid on the first day of each month starting with the Pensioner's Late Retirement Date and continuing thereafter, except as provided in Section 7 of this Article, through the payment made on the first day of the month in which the death of the Pensioner occurs.

(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. If the Participant has not commenced to receive pension benefits hereunder by such date, a monthly benefit equal to the amount of the benefit determined under Article IV, Section 2 (calculated as of the end of the preceding Plan Year) shall be paid on the first day of each month starting with such April 1 and continuing thereafter through the payment made on the first day of the month in which the death of the Participant occurs. On each subsequent January 1, the amount of such benefit shall be increased to reflect the excess, if any, of (i) over (ii), where (i) is all additional accruals earned under Section 2 of this Article since the beginning of the Plan Year in which benefits commenced, and (ii) is the actuarial equivalent of the employer derived portion of the Plan distributions for all Months of Suspendible Service (since the beginning of the Plan Year in which benefits commenced). Such calculation shall be made in accordance with Section 411(b)(1)(H) of the Code and the regulations thereunder. A Participant who receives benefits pursuant to this subsection (b) shall not be considered retired until his Late Retirement Date, as set forth in Article IV, Section 1(a). Such a Participant shall not be permitted to elect a new form of benefits upon such Late Retirement Date.

(c) All Participants who continue employment past their Normal Retirement Date shall be given such notice with respect to suspension of benefits as is required by applicable Department of Labor Regulations. Notwithstanding subsection (a) or (b) above, beginning on the Participant's Benefit Commencement Date, each such Participant's pension shall not be less than his Normal Retirement Pension, increased by the Actuarial Equivalent of (1) the monthly employee-derived

⁸⁹ Section AMENDED – Amendment XVI, October 22, 1997, retroactively effective August 1, 1997.

accrued benefit (as defined in Article V, Section 2(h)) for each month subsequent to his Normal Retirement Date and (2) the monthly employer-derived accrued benefit pension that was not paid for any month (subsequent to his Normal Retirement Date) that was not a Month of Suspensible Service. Such calculation shall be made in accordance with Section 411(b)(1)(H) of the Code and the regulations thereunder.

- (d) For a Participant who is married on his Benefit Commencement Date, see Article IV, Section 6.

Section 5. Disability Pension

(a) In the event a Participant, other than a Break in Service 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 Pension, provided he has satisfied all of the following requirements.

- (1) He has worked at least ten (10) Qualified Years at the time he so became disabled, including Qualified Years earned prior to a lump sum withdrawal of the Participant's employee contributions and interest, unless such Qualified Years are forfeited under Article II, Section 2.
- (2) He has accumulated at least ten thousand (10,000) Credited Hours at the time he so became disabled, including Credited Hours earned prior to a lump sum withdrawal of the Participant's employee contributions and interest, unless such Credited Hours are forfeited under Article II, Section 2.
- (3) Unless an acceptable certification meeting the requirements set forth in subsection (b)(2) is provided, his total and permanent disability has been of a six (6) months duration, or more, and because of this disability the Participant cannot engage in any gainful employment.
- ⁹⁰(4) He has not retired under any other provision of the Plan. However, if a Participant (other than a Break in Service Participant) retires under Article IV, Section 3 (if otherwise eligible), applies to the Social Security Administration for a Social Security disability benefit no later than two years following the Participant's Early Retirement Date, and the Social Security Administration determines that the Participant's disability began on or prior to the Participant's Early Retirement Date (and the Participant provides a copy of both the application and the determination to the Plan), such Participant may convert the Early Retirement Pension to a Disability Pension on the effective date of commencement of the Disability Pension under this section. (If the Participant does not provide a copy of the Social Security application and determination to the Plan, no conversion is allowed.) Notwithstanding Article IV, Sections 6 or 8 or any other provision of the Plan to the contrary, the form of such Disability Pension shall be the same form as that elected with respect to the Early

⁹⁰ Section AMENDED – Amendment LXV, August 24, 2005, retroactively effective January 1, 2005. (Article IV, Section 5(a)(4) was amended.)

Section AMENDED – Amendment CII, August 24, 2017, retroactively effective February 1, 2015. (Article IV, Section 5(a)(4) was amended.)

Section AMENDED – Amendment CX, June 24, 2021, effective July 1, 2021. (Article IV, Section 5(b)(3) is added, and 5(d) is modified).

Retirement Pension. (The Benefit Commencement Date of such a Participant shall be as follows: (A) his Early Retirement Date, for purposes of determining whether such Participant is married and for purposes of determining the amount of the Early Retirement Pension, (B) his deemed retirement date under Article IV, Section 5(e), for purposes of determining the beginning of the ten-year period if the Participant elects a Ten-Year Certain and Life Benefit, and (C) his effective date of commencement of the Disability Pension, for purposes of determining the amount of the Disability Pension.) Such Disability Pension shall be offset by the amount of the Early Retirement Pension payments made on and after the effective date of commencement of the Disability Pension but no reduction shall be made for any Early Retirement Pension payments made before the effective date of commencement of the Disability Pension.

- (b) (1) Except as provided in subsection (b)(2), the Benefits/Appeals Committee in determining whether the disability prevents the Participant from engaging in any gainful employment as required by this section 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. A Participant receiving a Disability Pension under this subsection (b)(1) shall at least annually, at the request of the Administrator, provide evidence that the Social Security disability benefits are continuing to be received by the Participant and if such benefits are not being received, the Disability Pension under this section shall cease.
- (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 Committee, in which event the Benefits/Appeals 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 subsection (a)(3) and not for the purpose of waiving the requirements of subsection (b)(1). A Participant receiving a Disability Pension under this subsection (b)(2) shall at least annually, at the request of the Administrator, provide evidence that the Participant continues to meet the conditions set forth in this subsection (b)(2) and if such conditions are not met, the Disability Pension under this section shall cease.
- (3) Prior to receipt 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 Participant cannot engage in any gainful employment. The Benefits/Appeals Committee shall determine on the basis of such certification and the Participant's application for Social Security disability benefits whether the Participant may commence receipt of a Disability Pension hereunder. The Benefits/Appeals Committee may determine that the certification is acceptable for the sole purpose of allowing the Disability Pension to commence prior to a determination of disability by the Social Security Administration and not for the purpose of waiving any of the other requirements of this section 5. In the event that (i) the Social Security Administration determines that the Participant is not disabled or (ii) the Participant does not provide to the Plan a response from the Social Security Administration with respect to the application for disability benefits within one year after the commencement of benefits under this paragraph (3), the payment of benefits under this paragraph (3) shall cease and the Participant shall repay to the Plan any amounts paid pursuant to this paragraph (3). In the event that the Social Security Administration determines that the commencement date of the disability is other than the commencement date of the benefit pursuant to this paragraph (3), the Plan shall re-compute the Participant's Disability Pension based on such date determined by the Social Security Administration and shall either pay the Participant any additional benefits that may be due or reduce subsequent benefits to recoup any resulting overpayment.

- ⁹¹(c) (1) The amount of Disability Pension to be paid to a totally disabled Participant who meets the above requirements shall be the Normal Retirement Pension determined under Article IV, Section 2(a), not including the additional 10% specified in Section 2(a)(1) thereof. The actuarial factors set forth in Article IV, Section 16 for non-disabled Participants shall apply for purposes of converting this benefit to another form if the Participant elects an alternative form of benefits under Article IV, Section 8.
- (2) For the sole purpose of computing the amount of such Disability Pension, Credited Hours earned prior to a lump sum withdrawal of the Participant's contributions and interest shall not be counted unless the Participant repays such contributions and interest in accordance with Article V, Section 2(f) and has two Qualified Years or more after the Computation Year in which such repayment is made. If such employee contributions and interest are repaid to the Plan and the Credited Hours prior to the withdrawal are ignored pursuant to the preceding sentence for purpose of calculating the amount of the Disability Pension, the Participant may elect a disability benefit under the Individual Account Plan and elect an Early Retirement Pension (if and when he is eligible for such a benefit) or Normal Retirement Pension under this Plan. Any such Early or Normal Retirement Pension will be calculated by taking into account the Credited Hours prior to the withdrawal.
- (3) Notwithstanding the foregoing, the amount of the Disability Pension shall not be less than the Early, Normal or Late Retirement Pension, if any, that would be paid to the Participant if the Participant were not disabled and had retired on the effective date of the commencement of the Disability Pension as set forth in subsection (e) below (or in the case of a Participant described in Section 5(a)(4), the earlier of such date and the actual Early Retirement Date). The actuarial factors set forth in Article IV, Section 16

⁹¹ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.
Section AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV, Section 5(c).

for non-disabled Participants shall apply for purposes of converting this benefit to another form if the Participant elects an alternative form of benefits under Article IV, Section 8.

⁹²(d) Disability Pension Payments hereunder shall be paid on the first day of each month starting with the first day of the first calendar month (“Disability Start Date”) following the date of approval by the Benefits/Appeals Committee of the total disability Disability Pension, and continuing thereafter, except as provided in Section 7 of this Article or Section 5(a)(4) of this Article, through the payment made on the first day of the month in which the death of the Pensioner occurs. Except as provided in Section 5(b)(3), the date of approval shall be the date the Plan has received a fully completed Disability Pension application, including the Social Security Disability award or terminal illness certification and the election of the form of benefits, provided that in the case of a Disability Pension awarded due to a terminal illness certification, the date of approval shall not be prior to the approval by the Benefits/Appeals Committee of the total disability. If there is a retroactive effective date of commencement of Disability Pension payments, the first payment shall include a lump sum payment of all monthly Disability Pensions due since the effective date (without interest).

(e) 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 terminal illness certificate, the later of the date the certificate is provided and the date the Participant applies for a benefit) (2) the first day such Participant was entitled to apply for a Disability Pension under Plan rules. However, the Participant may elect a later date, provided it is the first day of a month. For all purposes hereunder, upon the date of approval of the Disability Pension (as set forth in subsection (d)), such Participant shall be deemed to have been retired with a Disability Pension as of such effective date (except that a Participant described in Section 5(a)(4) shall be deemed retired on the earlier of such effective date or his Early Retirement Date). No Disability Pension shall be paid if the Participant dies prior to such date of approval.

(f) For a Pensioner who is married on his Benefit Commencement Date the Disability Start Date (as set forth in Article IV, Section 5(d)), see Article IV, Section 6. The amount of a Disability Pension (other than a pension paid as a single life annuity) shall be calculated by using the special disability factors contained in Article IV, Section 16(b)(ii).

⁹³(g) Notwithstanding any provision of Exhibits V, W, X, Y and Z, the Disability Pension of any Local Participant (as defined in the applicable Exhibit) who commenced receiving a Disability Pension on or after the Effective Date of the applicable Exhibit and before January 1, 2013 shall have the portion of such Disability Pension earned under the Local Plan (as defined in the applicable Exhibit) determined using the actuarial factors of the Local Plan if such factors would result in a greater benefit than the benefit determined using the actuarial factors of the Motion Picture Industry Pension Plan.

⁹² Section AMENDED – Amendment LIII, September 8, 2004, Article IV, Section 5 (d), (e) and (f) were amended, retroactively effective January 1, 2004.

⁹³ Section ADDED – Amendment XCIV, August 28, 2014, Subsection (g) was added, retroactively effective January 1, 2013.

⁹⁴**Section 6. Qualified Joint and 50% Survivor Annuity**

(a) Notwithstanding anything in Sections 2 through 5 of this Article 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 in accordance with Section 8 of this Article. Such Qualified Joint and 50% Survivor Annuity shall be actuarial equivalent (as determined in Article IV, Section 16) of the Normal, Early, Late or Disability Pension (or the benefit described in Article IV, Section 4(b)), whichever is applicable, and shall commence at the time the applicable Pension (or benefit) would have commenced.

⁹⁵(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 6, shall be signed by the Participant and consented to by the Participant's spouse; spousal consent shall also be required in the case of a retroactive Disability Pension unless the Participant elects a Joint & Survivor Annuity option with a monthly survivor benefit equal to or larger than the monthly survivor benefit that would be payable under a Joint & 50% Survivor Annuity commencing on the Disability Start Date set forth in Article IV, Section 5(d). 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 (180) day period prior to the Benefit Commencement Date. For purposes of this subsection (b) only, except as provided in Article IV, Section 5(a)(4), the Benefit Commencement Date of a Participant entitled to a Disability Pension shall be the first day such payments commence pursuant to Article IV, Section 5(d).

⁹⁶(c) The written explanation described in Section 6(b) above 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 Pension). However, the 30-day notice requirement will not apply to a Participant with a Disability Pension 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:

- (1) 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.

⁹⁴ Section AMENDED – Amendment LIII, September 8, 2004, Article IV, Section 6 was amended in its entirety, retroactively effective January 1, 2004.

⁹⁵ Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008, Article IV, Section 6(b) is amended.

⁹⁶ Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008, Article IV, Section 6(c) is amended.

(2) 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.

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

(4) 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."

(d) For purposes of this Section 6 only, except as provided in Article IV, Section 5(a)(4), the Benefit Commencement Date of a Participant entitled to a Disability Pension shall be the Disability Start Date set forth in Article IV, Section 5(d). Except as required in a qualified domestic relations order, if the Participant's spouse on the effective date of the Disability Pension as set forth in Article IV, Section 5(e) is not the Participant's spouse on the Disability Start Date, consent of such former spouse is not required.

Section 7. Reemployment of Pensioner

⁹⁷ (a) (1) A Pensioner upon retirement under the Plan shall be deemed to have resigned from the Industry. If the Pensioner, in either of the two calendar months commencing on his Early, Normal or Late Retirement Date, works in the Industry (with an Employer) or has a Month of Suspendible Service, monthly pension payments to such Pensioner shall cease and shall not recommence until the Pensioner completes two consecutive calendar months (neither of which commences in a Month of Suspendible Service) without working in the Industry (with an Employer). The amount of such recommenced payment shall be the same as the amount previously paid, adjusted to reflect (i) any increases in benefits earned by the Participant as a reemployed Pensioner, (ii) any increases for benefits not paid in months that were not Months of Suspendible Service, and (iii) any decreases to recapture monthly payments previously paid to the Pensioner (except for months that were not Months of Suspendible Service) that the Participant has not repaid; for purposes of determining if the month containing the Retirement Date is a Month of Suspendible Service, the hours prior to the Retirement Date shall be ignored.

Notwithstanding the foregoing, a Pensioner 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 worked during such two-month period 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.

⁹⁷ Section AMENDED – Amendment XIX, February 18, 1998, retroactively effective January 1, 1998.
Section AMENDED – Amendment XXII, October 28, 1998, retroactively effective December 24, 1989
(second sentence is amended).

Section AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV,
Section 7(a)(1).

A Pensioner who returns to work in the Industry following such retirement date and after the aforementioned two-month period without working in the Industry (for an Employer) shall do so with the consequences set forth in either subsection (b) or subsection (c) below, whichever is applicable.

(2) Any Pensioner who accepts work in the Industry, either during or after the two month period referred to in paragraph (1), shall within one week after accepting such work notify the Directors in writing of such work.

(3) If the Social Security disability benefits are discontinued with respect to a Pensioner receiving a Disability Pension who has not attained age sixty-five (65), then the Disability Pension payments hereunder shall also be discontinued. If such Social Security disability benefits recommence within three months (or such other period determined by the Board of Directors), the Participant's Disability Pension shall also recommence. Otherwise, a new Disability Pension shall commence thereafter if and only if such Participant receives a new disability pension award under Article IV, Section 5. Any Pensioner who is notified by the Social Security Administration that his disability benefit will be discontinued shall notify the Directors in writing within one week of such discontinuance.

⁹⁸ (b) This subsection is applicable to a Pensioner who applied for retirement prior to April 1, 1986 and whose pension benefits began prior to August 1, 1986. Such a Pensioner who returns to work in the Industry shall do so with the following consequences.

(1) If the Pensioner is at least age sixty-five (65) at the time of returning to work, monthly pension payments shall continue to be payable to such Pensioner and shall be adjusted to the extent provided in subsection (d)(2).

(2) If the Pensioner is less than age sixty-five (65) at the time of returning to work, monthly pension payments shall continue to be payable to such Pensioner only so long as such Pensioner does not receive 400 Credited Hours after retirement in any Computation Year. If such Pensioner receives 400 Credited Hours in any Computation Year prior to becoming age sixty-five (65), monthly pension payments shall terminate for the month following the month during which the 400th Credited Hour (after retirement) was received. Monthly pension payments to such Pensioner shall be started again on his Normal Retirement Date. The amount of the monthly payment so resumed shall be the same previously being paid to such Pensioner adjusted for:

(A) an amount to reflect the actuarial equivalent, spread over future pension payments, of the pension payments which were not paid to Pensioner under this subsection (b)(2); and

(B) any additional accrued benefits to the extent set forth in subsection (d)(1).

In the case of a Pensioner who retired under the provisions of Article I, Section 9(a)(3), the adjustments in clause (A) of the preceding sentence shall not apply. If any Pensioner described in this subsection (b)(2) continues to work after attaining age 65, subsection (b)(1) shall apply.

⁹⁸ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

⁹⁹ (c) This subsection is applicable to a Pensioner who applied for retirement on or after April 1, 1986, or whose pension benefits began on or after August 1, 1986. Such a Pensioner who returns to work in the Industry shall do so with the following consequences.

(1) Such reemployed Pensioner who has any Month of Suspendible Service shall forfeit the employer-derived portion of his monthly pension for such month. The employee-derived portion of such reemployed Pensioner's pension payments derived from his own contributions will not be forfeited and will be paid monthly. No benefits shall be forfeited on or after April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

¹⁰⁰ (2) This paragraph (2) shall apply to a Pensioner who retired under the provisions of Article I, Section 9(a)(3) and who works 400 Credited Hours (after retirement) in a Computation Year for any Employer other than this Plan, the Individual Account Plan or the Motion Picture Industry Health Plan. Section (7)(c)(1) shall apply to such Pensioner before he works 400 Credited Hours (after retirement) in a Computation Year. If such Pensioner receives 400 Credited Hours in any Computation Year prior to becoming age sixty-five (65), monthly pension payments shall terminate (and be forfeited) for the month following the month during which the 400th Credited Hour (after retirement) was received. Monthly pension payments to such Pensioner shall be started again on his Normal Retirement Date (except to the extent the employer-derived portion of the payment is suspended pursuant to Section (7)(c)(1)). Such resumed benefit shall be adjusted to the extent required by Section (7)(d)(1), but shall not be adjusted to reflect any benefits not paid in a month under this paragraph (2). If such a Pensioner continues to work in the Industry after attaining age 65, Section (7)(c)(1) shall apply.

¹⁰¹ (d) Pensioners who return to work in the Industry (whether described in subsection (b) or (c)) shall not accrue any additional benefits as a result of reemployment, except as follows:

(1) If the Pensioner is reemployed before attaining age sixty-five (65), the Pensioner's monthly benefit shall be increased if the Pensioner is credited with 870 or more Credited Hours in any Computation Year beginning with the Computation Year the Pensioner retires and ending with the Computation Year prior to the Computation Year in which Pensioner's Normal Retirement Date occurs. In that case, the Pensioner's monthly benefit shall be increased by the Credited Hours (excluding Credited Hours taken into account on the date Pensioner retired) earned during a Computation Year described in the preceding sentence, multiplied by an amount or amounts determined under Article IV, Section 2(a)(2), and actuarially reduced where required by the form of benefit being made. Such adjustment, if any, shall be made (on a prospective basis only) on the Pensioner's Normal Retirement Date.

(2) Every Pensioner who returns to work and has one Vested Hour on or after December 25, 1988 shall have his monthly benefit increased if the Pensioner is credited with 870 or more Credited Hours in any Computation Year beginning with the Computation Year in which the Pensioner's Normal or Late Retirement Date occurred, including Computation Years before December 25, 1988 if required by Section 411(b)(1)(H) of the Code. In that

⁹⁹ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

Section AMENDED – Amendment CXI, December 16, 2021, effective January 1, 2022 (Section 7(c)(1))

¹⁰⁰ Section AMENDED – Amendment XCVII, June 25, 2015, retroactively effective January 1, 2015.

¹⁰¹ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

case, Pensioner's monthly benefit shall be increased by the Credited Hours (excluding Credited Hours taken into account on the date Pensioner retired) earned during a Computation Year described in the preceding sentence, multiplied by an amount or amounts determined under Article IV, Section 2(a)(2), and actuarially reduced where required by the form of benefits being paid and by the amount described in the following sentence. The adjustment made as of a beginning of a Plan Year to reflect additional accruals in this subsection (d)(2) shall be reduced by the actuarial equivalent of the employer derived portion of the Plan distributions made for any Month of Suspendible Service after the Participant attained Normal Retirement Age. Such reduction in the adjustment shall be made in accordance with Section 411(b)(1)(H) of the Code and the regulations thereunder. The adjustments described in this subsection (d)(2), if any, shall first be made (on a prospective basis only) at the beginning of each Plan Year after the Pensioner's Normal or Late Retirement Date occurs. Notwithstanding the above, no adjustment under this clause (d)(2) shall be made before January 1, 1990.

¹⁰² (3) Notwithstanding the foregoing, if a Participant who previously participated in another plan that merged into this Plan retires and commences his or his Frozen Benefit (as defined in an Exhibit to this Plan addressing such merger), but has not retired with respect to his Future Benefit (as defined in said Exhibit), then the 870 hour requirement set forth in this subsection (d) shall not apply, and such Participant shall continue to earn benefits in accordance with Section 2 of this Article IV. However, the 870-hour rule shall apply when the Participant retires with respect to his Future Benefit.

(e) If any Pensioner is reemployed as set forth in this Section 7, he shall not, upon any benefit adjustment, have a new election to change from the form of benefits elected when he retired to any other form of benefits, even though the Pensioner's spouse or beneficiary is deceased at the time of the subsequent adjustment or the Pensioner marries or divorces after his retirement.

(f) (1) Except as described in Article IV, Section 11(a), no benefits (including any suspended benefits or additional accruals) shall be paid after the death of a Pensioner who was receiving his pension benefits in the form of a single life annuity and who was reemployed as set forth in this Section 7.

(2) This paragraph (2) applies in the event of a death of a Pensioner who has been reemployed as set forth in this Section and whose pension benefits were not being paid in the form of a single life annuity. The survivor portion of the Pensioner's pension payments, if any, which are due following the death of a Pensioner shall be commenced on the first day of the next month after the month in which the death occurs. Such survivor benefits, if any, shall be calculated by first making any benefit adjustments under subsection (b)(2)(A) (considering all amounts not paid prior to the date of death) or subsection (d) as of the Pensioner's death and then computing the applicable survivor benefit.

(g) See Article IV, Section 18 for rules applicable to recapture of payments to a Participant or Pensioner who received payments to which he is not entitled due to a failure to retire under subsection (a) or due to reemployment under subsections (b), (c) or (d).

¹⁰² Section ADDED – Amendment XXXXVII, August 27, 2003.

Section 8. Optional Forms of Pensions

¹⁰³(a) A Participant who is entitled to receive a pension under Section 2, 3, 4, 5, or 6 of this Article may, in the alternative, elect by a notice in writing, filed during the one hundred eighty (180) day period described in Article IV, Section 6, to receive in lieu of such pension a Joint and 100% Survivor Pension, a Joint and 75% Survivor Pension, a Ten-Years Certain and Life Benefit, a 100% Pop-Up Pension or a 50% Pop-Up Pension, or, if available, a lump sum, in accordance with the rules set forth below. Unless the Participant elects a lump sum benefit under the Individual Account Plan, no election under this Plan is valid unless such election is also made under the Individual Account Plan, provided, however, that an election of a 100% Pop-Up Pension or 50% Pop-Up Pension under this Plan shall be valid if the Participant elects the Joint and 100% Survivor Pension or Qualified Joint and 50% Survivor Annuity, respectively, under the Individual Account Plan. The Joint and 75% Survivor Pension shall also be available with respect to Frozen Benefits under any Pension Plan Merger Agreement.

¹⁰⁴(b) (1) The amount of the Joint and 100% Survivor Pension shall be actuarially reduced from the amount determined under Section 2, 3, 4, 5 or 6 of this Article. 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, except as provided in Section 7 of this Article, 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, 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 IV, Section 9 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 pension payable to the Pensioner shall be the amount provided under Section 2, 3, 4, 5 or 6 of this Article.

¹⁰³ Section AMENDED – Amendment VIII, effective October 1, 1994.

Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.

Section AMENDED – Amendment LXXVII, 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.)

¹⁰⁴ Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008, Article IV, Section 8(d)(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 pension payable thereafter to the Pensioner shall be the actuarially 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 actuarially reduced from the amount determined under Section 2, 3, 4, 5 or 6 of this Article. 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, except as provided in Section 7 of this Article, 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 by 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 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 at his Benefit Commencement Date unless the spouse consents to such designation in accordance with the rules set forth in Article IV, Section 6(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 IV, Section 9. 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, 5 or 6 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.

- ¹⁰⁵(d) (1) The amount of the 100% Pop-Up Pension shall be actuarially reduced from the amount determined under Section 2, 3, 4, 5, or 6 of this Article. The 100% Pop-Up 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, except as provided in Section 7 of this Article, 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. Notwithstanding the foregoing, if the Joint Annuitant dies after the Pensioner's Benefit Commencement Date and prior to the death of the Pensioner, the amount of pension payable thereafter to the Pensioner shall be the amount that would have been payable if the Pensioner had retired on his Benefit Commencement Date and elected a single life annuity under Section 2, 3, 4, or 5 of this Article, as applicable.
- (2) A Participant may designate only his spouse at his Benefit Commencement Date as a joint annuitant under the 100% Pop-Up 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 100% Pop-Up 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 IV, Section 9 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 pension payable to the Pensioner shall be the amount provided under Section 2, 3, 4, 5, or 6 of this Article.
- ¹⁰⁶(e) (1) The amount of the 50% Pop-Up Pension shall be actuarially reduced from the amount determined under Section 2, 3, 4, 5, or 6 of this Article. The 50% Pop-Up Pension shall consist of an annuity for the life of the Participant (except as provided in Section 7 of this Article) with a survivor annuity for the life of the Joint Annuitant which is 50% of the amount payable during the joint lives of the Participant and the Joint Annuitant. Notwithstanding the foregoing, if a Joint Annuitant dies after the Pensioner's Benefit Commencement Date and prior to the death of the Pensioner, the amount of pension payable thereafter to the Pensioner shall be the amount that would have been payable if the Pensioner had retired on his Benefit Commencement Date and elected a single life annuity under Section 2, 3, 4, or 5 of this Article, as applicable.

¹⁰⁵ Section ADDED – Amendment VIII, effective October 1, 1994.

Section AMENDED – Amendment LXXVII, effective December 11, 2009, retroactively effective January 1, 2008. (Subsection 8(d)(3) is amended.)

¹⁰⁶ Section ADDED – Amendment VIII, effective October 1, 1994.

(2) A Participant may designate only his spouse at his Benefit Commencement Date as a Joint Annuitant under the 50% Pop-up 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 this Benefit Commencement Date.

(3) 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 pension payable to the Pensioner shall be the amount provided under Section 2, 3, 4, 5, or 6 of this Article.

¹⁰⁷(f) In the event the actuarial equivalent (as determined pursuant to Article IV, Section 16(d)) of a Participant's vested Normal, Early or Late Retirement Pension, a benefit payable pursuant to Article IV, Section 4(b), Disability Pension, or the spousal death benefit provided under Article IV, Section 9, whichever is applicable, exceeds \$5,000 and does not exceed \$10,000, the Participant (or spouse in the case of the Surviving Spouse Benefit) may elect to receive the actuarial value in the form of a lump sum. Notwithstanding the preceding sentence, benefits shall be payable in a cash lump sum only if the Participant's (and spouse's, if applicable) consent is obtained in accordance with Section 6.

¹⁰⁸(g) (1) The amount of the Joint and 75% Survivor Pension shall be actuarially reduced from the amount determined under Section 2, 3, 4, 5 or 6 of this Article and, if applicable, the Frozen Benefit under any Pension Plan Merger Agreement. The Joint and 75% Survivor Pension shall mean an annuity for the life of the Participant, except as provided in Section 7 of this Article, with a survivor annuity for the 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 IV, Section 9 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

¹⁰⁷ Section ADDED – Amendment XVII, December 17, 1997, effective January 1, 1998.

¹⁰⁸ Section ADDED – Amendment LXXVII, December 11, 2008, effective January 1, 2009, Article IV, Section 8(g) is added.

pension payable to the Pensioner shall be the amount provided under Section 2, 3, 4, 5 or 6 of this Article and, if applicable, the Frozen Benefit under any Pension 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 pension payable thereafter to the Pensioner shall be the actuarially reduced amount determined under this Section; no benefits shall be payable after the Pensioner's death.

¹⁰⁹**Section 9. Surviving Spouse Benefit**

(a) In the event a Participant who

(1) has a vested interest in the Plan (within the meaning of Article II, Section 3);

(2) dies after August 22, 1984, and prior to attaining his Benefit Commencement Date; and

(3) is survived by a spouse to whom he has been legally married for all of the preceding three hundred sixty-five (365) days;

a monthly Surviving Spouse Benefit shall be payable to such spouse commencing with the first day of the month coinciding with or next following the later of the date of the Participant's death, or 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.

(b) If the Participant is younger than the applicable Early Retirement Date under Section 9 of Article I on the date of death, the amount of the monthly Surviving Spouse Benefit shall be calculated as if the Participant had left employment covered by the Plan on the earlier of the date he has worked in employment covered by the Plan or the date of death, retired on a Joint and 50% Survivor Annuity as set forth in Section 6 of Article IV upon reaching the applicable Early Retirement Date, and died on the last day of the month in which the applicable Early Retirement Date was reached. If the Participant is older than the applicable Early Retirement Date on the date of death, the amount of the monthly Surviving Spouse Benefit shall be calculated as if the Participant had elected the standard form of benefit of married Participants as set forth in Section 6 of Article IV with the first day of the month coinciding with or next following the Participant's date of death treated as his Early, Normal or Late Retirement Date, whichever is applicable.

(c) A surviving spouse eligible to receive a Surviving Spouse Benefit under the provisions of this Section 6 may elect not to receive such benefit by delivery of a written notice bearing the notarized signature of such spouse to such effect to the Directors, provided that in order to make such an election, the spouse must also elect to receive the surviving spouse benefit under the Individual Account Plan in a lump sum. In that event, the surviving spouse shall receive a lump sum equal to the greater of (1) the actuarial value (calculated using the factors in Article IV, Section 16(d)) of the monthly Surviving Spouse Benefit described in this Section 9 or (2) the death benefit specified in Article IV, Section 11(b) (even though the Participant was vested).

¹⁰⁹ Section AMENDED – Amendment XXX, August 23, 2000.
Section ADDED – Amendment XXXII, December 20, 2000, effective January 1, 2001 — new subsection (e)

¹¹⁰(d) The Directors upon receiving notice of a Participant's death shall send the surviving spouse a written explanation of the terms, conditions and amount of the Surviving Spouse Benefit payable under this Section and of such surviving spouse's right to elect not to receive such benefit. The surviving spouse shall thereafter have one hundred eighty (180) days within which to elect not to receive such benefit.

¹¹¹(e) 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 actuarial equivalent of the benefit (as determined pursuant to Article IV, Section 16(d)) is equal to or less than the Cash-Out Amount. If written consent is not provided within one hundred eighty (180) days after receipt of the written explanation of the terms, conditions and amount of the Surviving Spouse Benefit, the distribution shall be delayed to the first day of the month following receipt of written consent by the Participant's spouse, and the amount of the benefit set forth in subsection (b) shall be appropriately adjusted to reflect a delay in the commencement of benefits until such date.

¹¹²(f) For purposes of this Article IV, Section 9 (and Article I, Section 2(c) and Article IV, Section 11(b)), 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.

Section 10. [Intentionally Left Blank]

Section 11. Death Benefits

(a) At such time that all benefits otherwise payable under the Plan with respect to a Participant, including continuing pension payments to a spouse or Beneficiary and any pre-retirement death benefit that is or may become payable to a spouse, have been paid (or at such time it is determined that no such benefits will ever become payable), an amount equal to the excess of the Participant's unwithdrawn contributions plus interest as set forth in Article V, Section 2, over such total benefits received by such Pensioner, surviving spouse, and Beneficiary shall be paid in a lump sum to the Beneficiary of such a Pensioner.

¹¹⁰ Section AMENDED – Amendment CXIV, April 20, 2023, effective January 1, 2023.

¹¹¹ Section ADDED – Amendment XXX, August 23, 2000.

¹¹² Section AMENDED – Amendment CXIV, April 20, 2023, effective January 1, 2023

¹¹² Section ADDED – Amendment XXXII, December 20, 2000, effective January 1, 2001.

¹¹³(b) Notwithstanding subsection (a), if a Participant (1) does not have a vested interest in the Plan (within the meaning of Article II, Section 3), (2) dies prior to the withdrawal (or commencement of payment) of employee contributions to him under the Plan, and (3) is survived by a spouse to whom he has been legally married for all the preceding three hundred sixty-five (365) days, a benefit shall be payable to such spouse and no benefit shall be paid pursuant to the preceding paragraph. If the amount of the unwithdrawn employee contributions and interest is equal to or less than the Cash-Out Amount, such amount shall be paid to the spouse in a lump sum. Otherwise, the spousal benefit shall be a monthly annuity, commencing on the first day of the month selected by the spouse and ending with the benefit for the month in which the spouse's death occurs, which is the actuarial equivalent (using the factors set forth in Article IV, Section 16(d)) of 50% of the unwithdrawn contributions and interest. Notwithstanding the foregoing, if the spouse consents in writing (in the manner set forth in Article IV, Section 6), the spouse may elect to receive a lump sum benefit equal to the contributions and interest in lieu of the monthly annuity. The Directors shall send each surviving spouse a written explanation of the terms and conditions of this monthly spousal benefit and the right to elect a cash lump sum benefit hereunder. See Article IV, Section 9(f) for other applicable rules.

¹¹⁴(c) Except as provided by Section 401(a)(9) of the Code (which is hereby incorporated by reference) and the regulations thereunder, if no benefits have previously commenced to the Participant, any such death benefit shall (1) be paid within five years after the death of the Participant, if the Beneficiary is not the Participant's surviving spouse, and (2) shall commence 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.

Section 12. Incapacity of Pensioner

In the event that a Pensioner 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 pension payments due such incapacitated person may, unless claim shall be made herefor 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 pension payments so made shall discharge the obligation of the Directors, the Trustee, and the Fund to the extent thereof.

Section 13. 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 pension 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 pension benefit, if any, which

¹¹³ Section AMENDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000. (The second sentence of Article IV, Section 11(b) is amended.)
Section AMENDED – Amendment XXXII, December 20, 2000, effective January 1, 2001.

¹¹⁴ Section ADDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.

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 pension 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 pension benefits 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 a pension 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 14. Limitation on Benefits

¹¹⁵(a) Basic Limitation.

(1) Subject to the adjustments hereinafter set forth, the maximum annual amount of retirement income payable with respect to a Participant under this Plan shall not exceed \$160,000, as adjusted in accordance with Section 415(d) of the Code.

(2) For purposes of applying the above limitation, benefits payable in any form other than a straight life annuity with no ancillary benefits shall be adjusted, as provided by Treasury Regulations, so that the actuarially equivalent straight life annuity shall be the greatest of:

(A) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and the applicable mortality table set forth in Article V, Section 16(d);

(B) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table set forth in Article V, Section 16(d); and

(C) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and the applicable mortality table set forth in Article V, Section 16(d), divided by 1.05.

(b) Participation in Other Defined Benefit Plans. The limitation of this Section 14 of Article IV with respect to any Participant who at any time has been a participant in any other defined benefit plan (as defined in Section 3(35) of ERISA), other than a multiemployer plan (as defined

¹¹⁵ Section AMENDED – Amendment XXX, August 23, 2000, Section 14(a) is amended retroactively effective December 27, 1998.

Section AMENDED – Amendment XXXXII, December 18, 2002, effective January 1, 2002.

Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008, Article IV, Section 14(a)(2) is amended.

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 shall apply as if the total benefits payable under all defined benefit plans in which the Participant has been a participant were payable from one plan.

¹¹⁶(c) Adjustments in the Limitation. The limitation on the maximum amount of annual retirement benefits required by Section 14(a) of Article IV shall be adjusted as follows:

(1) Payments Prior to Age 62. If retirement benefits commence before age 62, the dollar limitation in Section 14(a)(1) shall be reduced to provide the actuarial equivalent of an annual benefit equal to such limitation commencing at age 62. For this purpose, to determine actuarial equivalence, subject to Revenue Ruling 98-1, the adjustment is greater of (x) an adjustment based on 5% and the mortality table specified in § 415(b)(2)(E) of the Code or (y) the early retirement factors specified in the Plan that are applicable to the Participant's benefit. Any decrease in the dollar limit determined in accordance with this paragraph (5) shall not reflect the mortality decrement to the extent that benefits will not be forfeited upon the death of the Participant.

(2) Payments On or After Age 62 and Before Age 65. If the retirement benefits commence on or after age 62 and before age 65, the dollar limitation in Section 14(a)(1) shall not be reduced.

(3) Payments After Age 65. If the retirement benefits commence after age 65, the dollar limitation in Section 14(a)(1) shall be increased to provide the actuarial equivalent of an annual benefit equal to such limitation commencing at age 65. For this purpose, to determine actuarial equivalence, subject to Revenue Ruling 98-1, the adjustment is the lesser of (x) an adjustment based on 5% and the mortality table specified in § 415(b)(2)(E) of the Code or (y) the late retirement factors specified in the Plan that are applicable to the Participant's benefit. Any increase or decrease in the dollar limit determined in accordance with this paragraph (6) shall not reflect the mortality decrement to the extent that benefits will not be forfeited upon the death of the Participant.

(4) For distributions with Benefit Commencement Dates on or after December 31, 2002, the mortality table specified in §415(b)(2)(E) of the Cod shall be the mortality table specified by the Internal Revenue Service for these purposes which, until modified or superseded, shall be the table in Revenue Ruling 2001-62.

(d) Less Than 10 Qualified Years. The maximum retirement benefit payable under this Section 14 of Article IV to any Participant who has completed less than 10 Qualified Years shall be the amount determined under Section 14(a) or Section 14(c) or Section 14(e), as applicable, multiplied by a fraction, the numerator of which is the number of the Participant's Qualified Years (or part thereof) and the denominator of which is 10.

¹¹⁶ Section AMENDED – Amendment XXX, August 23, 2000, Section 14(c) is amended effective December 24, 2000.
Section AMENDED – Amendment XXXXII, December 18, 2002, effective January 1, 2002.

¹¹⁷(e) Participant in Defined Contribution 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 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 Section 1563(a) and 415(h) of the Code) of which such Employer is a member, the sum of the “defined benefit plan fraction” and the “defined contribution plan fraction” (both as defined in Section 415(e)(2) and (3) of the Code) shall not exceed 1.

(f) The limitations of Sections 14(a) through 14(d) (and Section 14(e) with respect to the definition of defined benefit plan fraction) shall only apply to the excess of the Participants' annual accrued benefit over the Participant's annual accrued benefit derived from employee contributions (as determined pursuant to Section 411(c) of the Code and the applicable regulations).

¹¹⁸(g) Reduction of Benefits. Reduction of benefits under this Plan, where required by this Section 14, shall be accomplished by reducing the Participant's benefit under this Plan to the extent required to prevent disqualification of this Plan under the Code. Notwithstanding the preceding sentence, if the limits set forth in Section 14(b) or 14(e) are exceeded, no reduction shall be made under this Plan unless the other plans taken into account under Section 14(b) or (e) have been terminated.

¹¹⁹(h) 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 15. Missing Participant, Pensioner or Beneficiary

In the event that the Directors are unable after diligent inquiry to locate a Participant, Pensioner, Spouse or Beneficiary for a period of three (3) years, after a retirement benefit or death benefit becomes payable to such Participant, Pensioner, Spouse or Beneficiary, the interest of such Participant, Pensioner, Spouse or Beneficiary in the Fund shall be forfeited and the amount of such benefit shall thereafter remain in the Fund as a part thereof; provided, however, that if such Participant, Pensioner, Spouse or Beneficiary subsequently claims such benefit it shall be reinstated and paid as provided herein.

Section 16. Interest Rates and Mortality Tables

For the purpose of determining actuarial adjustments as required by the provisions of the Plan, the following factors shall be used:

¹¹⁷ Section AMENDED – Amendment XXX, August 23, 2000, Section 14(e) is amended, effective December 24, 2000.

Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

¹¹⁸ Section AMENDED – Amendment XXX, August 23, 2000, Section 14(g) is amended, effective December 24, 2000.

¹¹⁹ Section ADDED – Amendment XXX, August 23, 2000, Section 14(h) is added, effective December 24, 2000.

¹²⁰(a) Early Retirement Benefits and Ten Year Certain and Life Benefits:

(1) Early Retirement factors applicable to Article IV, Sections 3 and Ten-Year-Certain and Life Benefit:

Age	Life Annuity Benefit	Ten Year Certain and Life Benefit
71	1.000	.898
70	1.000	.908
69	1.000	.918
68	1.000	.927
67	1.000	.935
66	1.000	.943
65	1.000	.949
64	.925	.884
63	.860	.825
62	.800	.771
61	.745	.690
60	.690	.644
59	.640	.602
58	.595	.564
57	.555	.525
56	.520	.498
55	.490	.471

The Ten Year Certain and Life Benefit factors after age 71 shall be based on the 1983 Group Annuity Mortality Table for Males projected to 2000 by Scale H, using an 8% annual interest rate discount.

(2) Early Retirement factors applicable to Ten-Year-Certain and Life Benefit if unreduced benefits payable:

Age	Factor
65	.949
64	.956
63	.959
62	.964
61	.926
60	.933

¹²⁰ Section AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV, Section 16 heading is amended.

¹²¹(3) Early Retirement Factors applicable if Participant retires prior to age 60 with 30 Qualified Years and 60,000 Credited Hours:

Age	Life Annuity Benefit	Ten Year Certain and Life Benefit
59	.928	.873
58	.862	.817
57	.804	.761
56	.754	.722
55	.710	.682

¹²²(4) Ten Year Certain and Life factors applicable to Article IV, Section 5, shall be based upon the 1944 Disabled Railway Employees Ultimate Mortality Table for Males and interest at five percent (5%).

¹²³(b) Joint and Survivor Benefits:

¹²⁴(1) Joint and Survivor factors applicable to Article IV, Section 6 (Qualified Joint & 50% Survivor Annuity), Article IV, Section 8 (Joint & 100% Survivor Pension, 100% Pop-Up & 50% Pop-Up, Joint & 75% Survivor Pension), Normal or Late Retirement benefits and also to be applied to Early Retirement factors for life annuity benefits.

- i. Joint & 100% Survivor Pension: $.75 + .01 (y-x) + .006 (65-x)$
- ii. Qualified Joint & 50% Survivor Annuity: $.86 + .005 (y-x) + .006 (65-x)$
- iii. 100% Pop-Up Pension: $.71 + .01 (y-x) + .008 (65-x)$
- iv. 50% Pop-Up Pension: $.83 + .007 (y-x) + .006 (65-x)$
- v. Joint & 75% Survivor Pension: $.80 + .01 (y-x) + .006 (65-x)$

where x = Annuitant's age last birthday,
and y = Contingent annuitant's age last birthday

Notwithstanding the above, none of the foregoing factors shall be less than 0.0, or exceed 1.0.

¹²¹ Section ADDED – Amendment XVI October 22, 1997, retroactively effective August 1, 1997.

¹²² Section ADDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV, Section 16(a)(4).

¹²³ Section AMENDED – Amendment LXXVII, December 11, 2008, effective January 1, 2009, Article IV, Section 16(b)(1) is amended.

¹²⁴ Section AMENDED – Amendment VIII, effective October 1, 1994.

¹²⁵(2) Joint and Survivor factors applicable to Article IV, Section 5, shall be based upon interest at five percent (5%) the following mortality assumptions (assuming in all cases a male disabled Participant and a female nondisabled contingent annuitant); for the disabled Participant, the 1944 Disabled Railway Employees Ultimate Mortality Table for Males, and for the contingent annuitant, the 1971 Group Annuity Mortality Table for Males, set back five years.

(c) Reemployment:

(1) Adjustment factors applicable to Article IV, Section 7:

(A) With respect to a Pensioner who works in the Industry or has a Month of Suspendible Service at any time during the two calendar months immediately following the effective date of his retirement, the adjustment shall be based upon the 1971 Group Annuity Mortality Table for Males using a 7 & 1/2% annual interest rate discount.

¹²⁶(B) With respect to a Pensioner who applies for retirement prior to April 1986, who has not attained age sixty-five (65) at the time of work resulting in receipt of four hundred (400) Credited Hours after retirement in any Computation Year and has not retired with unreduced benefits, the adjustment factors shall be .012 of the monthly pension payments that have been terminated. Such adjustment shall be used to increase the monthly benefit otherwise payable at the Pensioner's Normal Retirement Date.

(C) Offset adjustments per Section 7(d). The adjustment factors used to offset additional accruals by benefits paid in Months of Suspendible Service shall be those set forth in subsection (c)(1)(A) above.

¹²⁷(d) Lump sums in Article IV, Section 8(f), Section 9, Section 11(b) and Section 19 and Article V, Sections 2(d)(2), 2(h) and 2(i)(6):

For Benefit Commencement Dates or date of commencement of the Surviving Spouse Benefit that occur on or after December 31, 2002, lump sum adjustments shall be based on the “applicable interest rate” and “applicable mortality table.” The “applicable interest rate” shall be the segmented interest rates as specified in IRC Section 417(e)(3)(C) for August of the year preceding the Plan Year, which contains the Benefit Commencement Date or date of commencement of the Surviving Spouse Benefit (in the case of a lump sum under Article IV, Section 9(c)). The “applicable mortality table” shall be the mortality table specified by the Internal Revenue Service for purposes of Code Section 417(e)(B).

(e) Late Retirement Adjustments:

¹²⁵ Section AMENDED – Amendment LI, March 25, 2004, retroactively effective January 1, 2004, Article IV, Section 16(b)(2).

¹²⁶ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

¹²⁷ Section AMENDED – Amendment XXX, August 23, 2000, effective December 24, 2000.

Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

Section AMENDED – Amendment XXXXII, December 18, 2002, effective December 31, 2002.

Section AMENDED – Amendment LXXXVIII, October 25, 2012, effective January 1, 2008.

- (1) The Late Retirement offset adjustments under Article IV, Section 4(b) are those set forth in subsection (c)(1)(A) above.
- (2) The Late Retirement adjustments under Article IV, Section 4(c) shall be 0.012 of the monthly payments that were not made and with respect to which the Participant is entitled to an actuarial increase under Article IV, Section 4(c).

Section 17. Metrocolor Facility Closing Benefit

- (a) On August 25, 1989 layoffs commenced at the film processing operations (the "facility") of Metrocolor Partners ("Metrocolor"). These layoffs were eventually followed by the complete closure of that facility. Because of the unique circumstances surrounding the closing of the Metrocolor facility, this section provides a special benefit to certain Participants in the Plan who were affected by the plant closure.
- (b) A Participant will only be entitled to the benefits of this section if he meets the following three criteria:
 - (1) He received at least 400 Credited Hours for services performed for Metrocolor at the facility in 1987 and 1988;
 - (2) He received at least 400 Credited Hours from Metrocolor for services performed at the facility on or after April 25, 1989.; and
 - (3) He has been credited with either (A) 18 or 19 Qualified Years by the end of the Plan Year ending in 1989 or (B) he has been credited with (i) at least 50,000 Credited Hours and (ii) 28 or 29 Qualified Years by the end of the Plan Year ending in 1989.
- (c) A Participant described in subsection (b) shall be credited with an additional Qualified Year at the end of the Plan Year ending in 1990. In addition, if the Participant had either 18 or 28 Qualified Years at the end of the Plan Year ending in 1989, he shall be credited with an additional Qualified Year at the end of the Plan Year ending in 1991. The Participants entitled to the benefits of this section shall not be entitled to the crediting of any additional Credited Hours because of this section, but only of additional Qualified Years.
- (d) A special rule shall apply if a Participant is credited with one or more Qualified Years under subsection (c) (and would not have received credit for a Qualified Year during the Plan Years in question absent subsection (c)) and subsequently earns additional Qualified Years. In this case, any additional Qualified Years earned by the Participant in addition to those credited under subsection (c) shall only count to the extent they exceed the Qualified Years credited under subsection (c). For example, if a Participant receives additional Qualified Years in the Plan Years ending in 1990 and 1991 under subsection (c), Qualified Years earned in the Plan Years ending in 1992 and 1993 would not count as Qualified Years under the Plan (although Credit Hours earned in these Plan Years would be taken into account).

Section 18. 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 reemployment or failure to retire as described in Section 7, 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). With respect to reemployed Pensioners (and any surviving spouse or beneficiary thereof), the reduction in future payments shall conform to applicable ERISA and Treasury Regulations. 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 reflecting the delay in repayment and any reduction in future payments shall be made in the form of an actuarial reduction to future payments.

¹²⁸**Section 19. Small Benefits**

Notwithstanding any provision of this Plan to the contrary, in the event the actuarial equivalent (as determined pursuant to Article IV, Section 16(d)) of a Participant's vested Normal, Early or Late Retirement Pension, a benefit payable pursuant to Article IV, Section 4(b), Disability Pension, or the spousal death benefit provided under Article IV, Section 9, 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 equal to such actuarial equivalent of such benefit. Such payment shall be made as soon as practicable. Such benefit and all Credited Hours and Qualified Years attributable to such benefit shall thereupon be disregarded for all purposes under this Plan.

¹²⁹**Section 20. 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 Employees, 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

¹²⁸ Section AMENDED – Amendment XIII, December 18, 1996, effective December 24, 1989.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.

¹²⁹ Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000.
Section ADDED – Amendment VI, effective July, 1994.

additional service shall not count for any other purpose including, without limitation, the amount of any pension benefit under this Plan.

¹³⁰**Section 21. Direct Rollovers.**

(a) This Section 21 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 21, 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 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.

¹³¹(c) Definitions

(1) For purposes of this Section 21, 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.

Notwithstanding the preceding paragraph, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

¹³⁰ Section ADDED – Amendment XI, retroactively effective January 1, 1993.

¹³¹ Section AMENDED – Amendment XXXXII December 18, 2002, retroactively effective January 1, 2002.
Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008,
Article IV, Section 21(c)(2) is amended.

Section AMENDED – Amendment LXXVII, December 11, 2008, retroactively effective January 1, 2008,
Article IV, Section 21(c)(3) is amended.

(2) For the purposes of this Section 21, an “Eligible Retirement Plan” is any 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, a qualified trust described in Section 401(a) of the Code, an annuity contract 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 a 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.

(3) For purposes of this Section 21, 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 2 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 21, a “Direct Rollover” is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

¹³²(d) In the event of a mandatory distribution greater than \$1,000 in accordance with any applicable provision of this Article IV, 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 IV, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

¹³³**Section 22. Mergers and Transfers of Assets and Liabilities**

(a) Subject to Article VIII, 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.

(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 in one or more exhibits to this Plan. All such exhibits may be amended in accordance with the rules set forth in Article VI of the Plan otherwise applicable to Article IV.

¹³² Section ADDED – Amendment LXII, April 27, 2005, retroactively effective March 28, 2005 (Subsection “d” was added.)

¹³³ Section ADDED – Amendment XXII, December 9, 1999, effective December 9, 1999.
Section AMENDED – Amendment XXX, August 23, 2000, effective August 23, 2000.

(c) In the case of a transfer of any liabilities to another qualified plan, the value of the assets transferred to such other qualified plan not be substantially less than the value of the liabilities so transferred, as determined by the Plan's actuaries, provided that the amount of assets transferred may take into account the potential financial impact of the transfer on this Plan. The requirement of the preceding sentence shall not apply to de minimis transfers of assets or written reciprocity agreements as those terms are defined in ERISA Section 4234. The transfer of assets from this Plan to another qualified plan 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 accrued benefits as of the date of transfer) to persons whose liabilities were transferred to the other plan, excluding liabilities for benefits earned on and 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 benefit accrual.

(e) In the case of any merger or transfer of assets or liabilities, no Participant's 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.

¹³⁴**Section 23. 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 of 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.

¹³⁵**Section 24. 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

¹³⁴ Section ADDED – Amendment XXV, August 25, 1999, effective August 25, 1999.

¹³⁵ Section ADDED – Amendment LXII, April 27, 2005, retroactively effective November 1, 2004 (Section 24 was added.)

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 IV, Section 23. 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 in Article X, Section 5 with respect to claims against Directors, 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 V

PARTICIPANT CONTRIBUTIONS

Section 1. Vesting in Participant Contributions

- (a) A Participant, except upon the terms and conditions expressly set forth in this Plan, shall not have any right or interest in or to any part of the corpus or income contributed to, received by, or held in the Fund by the Trustee.
- (b) Each Participant shall at all times have a fully vested interest in his own contributions, which are received by the Plan pursuant to Article III, Section 4, and in interest computed thereon pursuant to Article V, Section 2.
- (c) Each Participant shall attain a vested interest in his accrued retirement benefit only pursuant to the provisions of Article II, Section 3.

Section 2. Interest on Participant's Contributions

- (a) (1) For the period prior to December 21, 1975, the Motion Picture Industry Pension Plan shall compute simple interest at the rate of two percent (2%) on the total amount credited to each Participant (less any withdrawals) whose aggregate contribution is One Hundred Dollars (\$100.00), or more, as follows:
 - (A) For the period ending December 21, 1957, two percent (2%) simple interest shall be computed on June 1, 1959, on the total amount credited to Participants who, as of such date, have not received a return of their individual contributions and whose total individual contributions to the Pension Plan as of December 21, 1957, was One Hundred Dollars (\$100.00), or more.
 - (B) At the end of each Plan Year, commencing with the Plan Year ending on December 26, 1959, two percent (2%) simple interest shall be computed on the total amount of a Participant's individual contributions when such total individual contributions are in the aggregate of One Hundred Dollars (\$100.00), or more for the period ending with the end of the prior Plan Year. For example: Interest computed on December 26, 1959, shall be for the total amount of each Participant's individual contributions (aggregating One Hundred Dollars (\$100.00), or more), which had been made on or before December 20, 1958.
- (2) For the period on and after December 21, 1975, the Plan shall compute annual compound interest at the rate of five percent (5%) on the total amount credited to each Participant (less any withdrawals) in the manner set forth above without regard to the One Hundred Dollars (\$100.00) limitation.
- (3) For each Plan Year beginning on and after December 25, 1988, the Plan shall compute annual compound interest at 120% of the applicable federal mid-term rate under Section 1274 of the Code in effect at the beginning of the Plan Year (or such other rate as may be

specified under Section 411(c)(2)(C) of the Code) on the total amount credited to each Participant (less any withdrawals) in the manner set forth above without regard to the One Hundred Dollars (\$100) limitation.

(b) If a Participant receives a return of his individual contributions upon his voluntary withdrawal thereof, or his estate or Beneficiary receives a return of the individual contributions of a deceased Participant, prior to the end of a Plan Year, interest shall be computed or paid for such Plan Year to the end of the month prior to the date of payment, except with respect to a return of contributions which follows commencement of pension benefits (or commencement of any pre-retirement death benefits) under this Plan, in which case interest shall only be computed to the end of the month prior to the date the pension benefit (or pre-retirement death benefit) commenced. No interest shall be computed after the date the pension or death benefit commenced.

(c) The interest so computed shall be accumulated to the account of each Participant, separate and apart from his individual contributions to the Plan.

(d) (1) The total amount of a Participant's contributions (less any withdrawals) plus such accumulated interest, if any, will be paid to a Participant as follows on the happening of the following events:

(A) A death benefit, if any, as set forth in Section 11 of Article IV shall be paid.

(B) If a Participant (who is not vested under Article II, Section 3) has a Break in Service, except as provided below, a cash lump sum equal to his contributions plus interest shall be paid to him within sixty (60) days after the Participant requests withdrawal by written notice to the Directors. A Participant is entitled not to withdraw his contributions.

(C) If a Participant (who is not vested under Article II, Section 3) becomes covered by a private retirement plan described in a written instrument described in Article I, Section 11(c) and such Participant is not accruing benefits under this Plan at the same time, except as provided below, a cash lump sum equal to his contributions plus interest shall be paid to him within sixty (60) days after the Participant requests withdrawal by written notice to the Directors. A Participant is entitled not to withdraw his contributions.

(D) If a Participant (who is not vested under Article II, Section 3) delivers a written notice to the Directors that he voluntarily withdraws from participation because he is leaving the Industry and if he is not employed within the Industry at any time during the next three (3) months after delivery of such notice, except as provided below, a cash lump sum equal to his contributions plus interest shall be paid to him within sixty (60) days thereafter if the Participant requests withdrawal by written notice to the Directors. A Participant is entitled not to withdraw his contributions.

¹³⁶(2) In the case of a distribution pursuant to subparagraphs (B), (C) or (D) of paragraph (1) above in which the sum of Participant's contributions and interest exceed the Cash-Out Amount, the Participant's contributions and interest shall not be paid in a lump sum and shall

¹³⁶ Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000. (The first sentence of Article V, Section 2(d)(2) is amended.

instead be paid in the form of a single life annuity or a Qualified Joint and 50% Survivor Annuity, as applicable, commencing when the lump sum would have been paid. However, a lump sum shall be paid if, after receiving a written explanation similar to that set forth in Article IV, Section 6, the Participant consents in writing to a lump sum payment and, if Article IV, Section 6 applies, a spousal consent (in the form provided by Article IV, Section 6) is obtained. The amount of any such annuity shall be calculated as follows. First, a single life annuity payable at age 65 shall be calculated (in accordance with Code Section 411(c)) based on factors in Article IV, Section 16(d), without any mortality assumption prior to age 65. If the annuity is payable before age 65, such amount shall be reduced to reflect commencement of benefits prior to age 65 by applying the 1971 Group Annuity Table and a 7-1/2% per annum interest rate assumption. Finally, if a Qualified Joint and 50% Survivor Annuity is payable, such amount shall be reduced by applying the factors in Article IV, Section 16(b).

(e) If a Participant who had a vested interest as set forth in Section 3 of Article II withdrew his contributions plus interest after the Effective Date and before July 1, 1978 pursuant to the provisions of the Plan as in effect prior to July 1, 1978 and if such Participant thereafter becomes entitled to a pension benefit under the provisions of this Plan and if the amount of such pension benefit depends in part or on whole upon Credited Hours established by the contributions which were withdrawn, such pension benefit shall be reduced by an amount equal to (1) the withdrawn contributions and interest plus annual compound interest at the rate determined in accordance with Section 411(c)(2)(C) and (D) of the Code from the date of such withdrawal to the date the pension benefit becomes payable, (2) multiplied by the appropriate conversion factor determined in accordance with Section 411(c)(2)(B) of the Code, and (3) divided by twelve. For purposes of this subsection (e), Code shall mean the Code in effect on the date of withdrawal.

¹³⁷(f) If a Participant (who is not vested under Article II, Section 3) withdraws, after the Effective Date, his contributions plus interest in a lump sum pursuant to the foregoing provisions, all of the Participant's Credited Hours and Qualified Years shall be forfeited; provided, however, that if such Participant has a Credited Hour after the withdrawal and such Hours and Years are not forfeited by the provisions of Article II, Section 2, such Participant may restore such Hours and Years by repaying to the Plan the amount withdrawn, plus interest at the rate set forth in Section 411(a)(7)(C) of the Code, compounded annually from the date of withdrawal to the end of the month prior to the date of repayment, prior to the earlier of (A) the fifth anniversary of the Participant's first day of employment with an Employer after the date of withdrawal, or (B) the close of the first period (commencing after the withdrawal) of five consecutive Computation Years during each of which the Participant fails to accumulate four hundred (400) Vested Hours.

(g) This subsection (g) applies to a Participant (who is not vested under Article II, Section 3) who is receiving an annuity with respect to his contributions and interest pursuant to subsection (d)(2).

(1) Such Participant's Credited Hours and Qualified Years shall only be forfeited as provided by Article II, Section 2. If such Hours and Years are not forfeited, and if the Participant subsequently is entitled to a benefit under the Plan which is calculated by taking such Credited Hours or Qualified Years into account, then such future benefit shall be calculated as if the annuity under subsection (d)(2) never went into pay status, but shall be

¹³⁷ Section AMENDED – Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

reduced by the actuarial value of the contributions and interest which were held in the Plan prior to the commencement of the annuity.

(2) Notwithstanding any other provision of the Plan to the contrary, the amount of such annuity payment shall not be increased by any benefit increases under Article IV, Section 2 (whether such increases apply to active Participants, retired Participants or both).

(3) Notwithstanding any other provision of the Plan to the contrary, the amount of such annuity shall not be suspended or forfeited in the event the Participant is reemployed in the Industry or has a Month of Suspendible Service.

(h) A Participant's Normal Retirement Pension under Article IV shall not be less than his employee-derived accrued benefit, which shall equal the actuarial equivalent (using the factors set forth in Article IV, Section 16(d)) of the Participant's unwithdrawn contributions and interest. His employer-derived accrued benefit shall be the excess, if any, of the Participant's Normal Retirement Pension over his employee-derived accrued benefit.

(i) (1) The Plan shall accept any after-tax employee contributions ("additional employee contributions") attributable to unclaimed vacation pay or holiday pay which are transferred to the Plan pursuant to the terms of any Collective Bargaining Agreement after the Plan verifies that such amounts qualify for transfer to the Plan. Notwithstanding any other provision (including Article III, Section 4) of this Plan to the contrary, the Plan shall separately account for such additional employee contributions. Except to the extent provided below or as provided in other rules and regulations as the Directors may establish, additional employee contributions shall be treated as Participant contributions.

(2) Upon the occurrence of any of the events described in subsection (d)(1)(B) - (D), all additional employee contribution (and interest) shall be treated as Participant contributions. Accordingly, such amounts shall be paid in accordance with subsection (d) in the same form that such Participant contributions are paid.

¹³⁸(3) This paragraph (3) only applies to any Participant who is vested pursuant to Article II, Section 3. In general, all additional employee contributions (and interest) will be paid in a cash lump sum upon the commencement of pension benefits on any Benefit Commencement Date, the commencement of any Surviving Spouse Benefit or the occurrence of any of the events described in subsection (d)(1)(B) - (D) (even though the Participant is vested). Accordingly, a Participant who has not received a distribution of his additional employee contributions prior to his Benefit Commencement Date shall be paid such additional employee contributions (and interest) in a lump sum, even though all other benefits are paid in annuity form. Notwithstanding the preceding two sentences, if the sum of:

(x) such additional employee contributions (and interest); plus

(y) the actuarial equivalent of the Participant's accrued benefit, as described in Article IV, Section 19,

¹³⁸ Section AMENDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000. (The fourth sentence in Article V, Section 2(i)(3) is amended.)

exceeds the Cash-Out Amount, then the additional employee contributions (and interest) shall be paid in the form the pension benefits are being paid, in the form of a Surviving Spouse Benefit or, as to events described in subsection (d), in the form set forth in subsection (d)(2), unless the applicable Participant consent and spousal consent is obtained.

¹³⁹(4) A lump sum shall only be paid under Article IV, Section 19(a) if the sum of such additional employee contributions (and interest) and the actuarial equivalent of the Participant's vested accrued benefits (as described in Article IV, Section 19) do not exceed the Cash-Out Amount.

(5) Article V, Section 2(e), (f) and (g)(1) shall not apply to the Participant's additional employee contributions (and interest). If a Participant, whether or not vested, receives a distribution of his additional employee contributions, he shall have no right whatsoever to repay such amounts to the Plan.

(6) Pensioners, spouses and Beneficiaries who are receiving benefits on January 1, 1993 may elect to receive their additional employee contributions (and interest) in a lump sum as soon as practicable after that date. Such amounts shall be paid in a lump sum unless the Participant (and his spouse, if applicable) do not consent to such a lump sum payment. If no consent is obtained, the applicable pension benefit shall be increased in an amount which is actuarially equivalent (determined in accordance with the rules set forth in Article V, Section 2(d)(2)) to such additional employee contributions and interest.

(7) Except for Participants who receive an annuity under subsections (d)(2), additional employee contributions (and interest thereon) shall not be treated as Participant contributions for purposes of Article V, Section 2(d)(1)(A) and Article IV, Section 11(a). However, those provisions shall be applied separately by comparing the total benefits paid pursuant to this Article V, Section 2(i) to the sum of such additional employee contributions and interest.

(8) Article IV, Section 5(a)(1) and (2) shall not apply to additional employee contributions and interest.

¹⁴⁰**Section 3. Nonalienation**

(a) To make it impossible for Participants or Pensioners to imperil, directly or indirectly, the benefits provided by this Plan none of the benefits, payments, proceeds or claims of any Participant, Pensioner, 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, Pensioner, 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. If by operation of law, or otherwise, any benefit, payment, proceed or claim of any Participant, Pensioner, Joint Annuitant or Beneficiary would devolve to anyone else, then the

¹³⁹ Section AMENDED – Amendment XIII, December 18, 1996, retroactively effective December 24, 1989.
Section AMENDED – Amendment XVII, December 17, 1997, effective January 1, 1998.
Section AMENDED – Amendment XXX, August 23, 2000, effective October 17, 2000.

¹⁴⁰ Section ADDED – Amendment XXX, August 23, 2000, Section 3(c) is added retroactively effective August 5, 1997.

Directors in their discretion may terminate such interest and apply it to or for the Benefit of such person, his spouse, children or other dependent, or any of them in such manner as the Directors may select.

(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 IV 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 not vested in his employer-derived accrued benefit, a lump sum benefit based on the Participant's employee contributions and interest; and

(2) If the Participant is vested in his employer-derived accrued benefit, a lump sum benefit not in excess of the amount provided in a model qualified domestic relations order approved by the Benefits/Appeals Committee.

(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.

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ARTICLE VI

AMENDMENT

Section 1. Amendment by Parties

Articles I, II, IV, V and VIII 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 and 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 pensions to Pensioners or which will retroactively deprive any Participant or Pensioner of any vested 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.

¹⁴¹**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.

¹⁴¹ Section AMENDED – Amendment XXVII, December 15, 1999, effective January 1, 2000.

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ARTICLE VII

APPROVALS

This Plan and this Amendment thereof 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 Employer shall not be entitled to recover any part of contributions theretofore made to the Fund.

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ARTICLE VIII

TERMINATION

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 the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Directors shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

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.

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PART II - ADMINISTRATION

ARTICLE IX

DIRECTORS¹⁴²

Section 1. Board of Directors

There is hereby established a Board of Directors for the purpose of administering this Pension Plan in accordance with the terms and provisions hereof.

¹⁴³Section 2. Number of Directors

- (a) The operation of the Fund shall be the joint responsibility of sixteen (16) Directors appointed by the Employers and sixteen (16) Directors appointed by the Unions.
- (b) The sixteen (16) Union Directors are to be appointed in the following manner:
 - (1) Eleven (11) Directors to be appointed by the President of the I.A.T.S.E. (or its designate).
 - (2) Five (5) Directors to be appointed by the Chairman of the Basic Crafts (or its designate).
- (c) The sixteen (16) Employer Directors are to be appointed by the President of the Alliance of Motion Picture and Television Producers (or its designate).
- (d) Unless the Directors decide otherwise, effective January 1, 2002, no person shall be appointed (or continue to serve) as a Director of this Plan unless such person is also a director of the Motion Picture Industry Health Plan. Effective January 1, 2000, no person shall be appointed (or continue to serve) as a Director of this Plan if such individual is either the business representative, officer, elected official or an employee of a Union party acting as a collective bargaining representative for any employees of either this Plan or the Motion Picture Industry Health Plan.

Section 3. Term of Directors

Each Director shall continue to serve as such until his death, incapacity, resignation, or removal, as herein provided. Any Employer Director may be removed at will by the Employer party which shall have appointed him; and any Union Director may be removed at will by the Union party which shall have appointed him.

¹⁴² Section AMENDED – Amendment XXVII, December 15, 1999, Article amended effective January 1, 2000.

¹⁴³ Section AMENDED – Amendment XC, October 31, 2013, effective March 6, 2014 (upon 51% ratification of the Amendment).

Section 4. Resignation

A Director may resign and become and remain fully discharged from further duty or responsibility hereunder upon giving thirty (30) days' written notice to the remaining Directors and to the party which shall have appointed or selected such Director. Shorter notice than thirty (30) days may be accepted by the remaining Directors and the respective parties aforesaid as sufficient. Such notice shall state a time not less than thirty (30) days thereafter when the resignation shall take effect and upon such date, so designated, shall become effective unless a successor Director shall have been appointed at an earlier date, in which case such resignation shall take effect immediately upon the appointment and certification of such successor Director.

Section 5. Certification

In the event a Director is removed, and in any case in which a successor Director is appointed, the Director shall be notified in writing of such removal or the appointment of such successor, as the case may be, by an instrument in writing executed by the party causing such removal or appointment. No removal or appointment shall become effective until such notice, so evidenced, is received by the Directors. The filing or deposit of such notice of removal or appointment, addressed to the Directors hereunder at the office of the Director, shall constitute sufficient notice to the Directors within the purview hereof.

Section 6. Succession

Any successor Director appointed by and in accordance with the foregoing provisions shall, upon his acceptance of such directorship in writing and filed with the Directors, become vested with all rights, powers and duties of a Director hereunder with like effect as if originally named as a Director in this Plan.

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ARTICLE X

POWERS, DUTIES AND OBLIGATIONS OF DIRECTORS

Section 1. Construction of Agreement

The Directors shall have the power and authority to administer this Plan and to construe the provisions and the terms used herein, and any construction adopted or decision made by the Directors in good faith shall be binding upon the Unions, the Employers, the Employees, the Participants, the Pensioners, and their Beneficiaries. The Directors may, subject to the provisions of this Plan, establish rules and regulations for the operation of this Plan and may revise such rules and regulations from time to time.

¹⁴⁴**Section 2. General Powers**

The Directors, on behalf of the Unions, the Employers, the Employees, the Participants, the Pensioners, and their Beneficiaries, shall be the Fiduciary with respect to the control and management of the Plan except as otherwise provided herein and except to the extent that the Directors delegate Fiduciary duties in accordance with subsection 2(h) of this Article, shall enforce the Plan in accordance with its terms and shall have all powers necessary to administer the Plan in accordance with its terms, including, but not by way of limitations, the following powers in addition to such other powers as are set forth herein or conferred by law:

(a) To provide for the payment of and pay all reasonable and necessary expenses of collecting contributions and administering the affairs of the Plan and Fund, including the payment of all expenses which may be incurred for or in connection with the establishment and maintenance of the Plan, the Trust, and the Fund, the payment for the employment of such administration, legal, actuarial, investment and other expert assistance or service, the payment for the employment of auditing, bookkeeping and clerical service or assistance, and the payment for the leasing or purchasing of such premises, material, supplies and equipment, as the Directors in their discretion find necessary or appropriate in the performance of their duties with due regard to an economical administration. For the purpose of paying all such expenses the Directors may require the Trustee to advance the necessary monies from the Fund since the Fund is to bear the entire cost of administration; provided, however that the Directors shall not require the Trustee to advance monies for the payment of expenses not yet due and payable in an amount greater than reasonably required during the succeeding four (4) months of operation.

(b) To maintain a bank account or accounts in a selected bank or banks in the name of the Motion Picture Industry Pension Plan for depositing the amounts by virtue of subparagraph (a) and to withdraw monies from such account or accounts for the purpose of paying the expenses set forth in subparagraph (a). All withdrawals of money from such account shall be made only upon checks signed by such person or persons as may be authorized in writing by the Directors to sign such checks. The person or persons authorized to sign checks or to handle such monies shall each be bonded by a duly authorized surety company in such amounts as may be determined from time to time by the Directors. The cost of premiums on such bonds shall be paid out of the Fund.

¹⁴⁴ Section AMENDED – Amendment XXIII, February 24, 1999, Section 2(o) is amended effective April 1, 1999.

- (c) To negotiate and execute with a Trustee selected by the Directors, a Trust for the establishment of the Fund to effectuate this Plan, the provisions of such Trust to be consistent with the provisions of this Plan, and to amend or modify such Trust or change the Trustee, and to enter into any and all contracts and agreements for carrying out the terms of this Plan and the Fund.
- (d) To receive from the Employers in accordance with Section 6 of Article III, the Employers' checks in payment of contributions of the Employers and Participants, and after reviewing and accepting such checks, to forward such checks to the Trustee for deposit in the Fund.
- (e) To determine all questions relating to the eligibility of Employees to participants.
- (f) To develop procedures for the establishment of Credited Hours, Vested Hours, Qualified Years and Vested Years of Participants and for the filing of applications for retirement by Participants, and to compute and certify to the Trustee the amount of benefits payable to Participants, Pensioners and their Beneficiaries.
- (g) To authorize the payment of benefits and disbursements by the Trustee from the Fund.
- (h) To designate, by written notice to the Trustee, one or more investment Managers as the Fiduciary with respect to the investment, control and management of Trust assets, such designation to be effective on the date specified in the notice, but no earlier than receipt of the notice by the Trustee. Upon the effective date of such designation, the Trustee shall no longer be the Fiduciary with respect to the investment, management and control of Trust assets and shall exercise its powers in that respect subject to the direction of the Investment Manager or Managers. An Investment Manager may also be designated with respect to the management (including the power to acquire and dispose) of any assets of the Plan which are not part of the Fund. If an Investment Manager or Managers is designated, each named Investment Manager shall accept its responsibility in writing; affirm its qualifications as either, (i) a registered investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in that Act, or (iii) an insurance company qualified to perform investment advisory services under the laws of more than one state; and acknowledge in writing that it is the Fiduciary with respect to investment, management and control of Trust assets and/or Plan assets. If an Investment Manager or Managers is designated pursuant to this paragraph, a copy of such affirmation and acceptance shall be furnished to the Trustee along with the written notice of designation. The Directors shall direct the Trustee with respect to those investments of the principal or income of the Fund where the Investment Manager or Trustee are not to be the Fiduciary with respect to investment, management and control of the Trust assets. To the extent the Directors so designate an Investment Manager or the Trustee acts as Fiduciary, the Directors shall not be responsible for individual investments selected and made by such Fiduciary and the Directors shall only be responsible to periodically review such investments for the purpose of determining whether such Fiduciary is satisfactorily performing authority within the scope of the delegation made by the Directors.
- (i) To maintain all the necessary records for the administration of the Plan other than those maintained by the Trustee and to receive, review and approve or disapprove the annual financial reports of the Trustee.
- (j) To engage an enrolled actuary to prepare the actuarial statement described in Section 103(d) of ERISA and to render the opinion described in Section 103(a)(4) 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 enrolled actuary to perform such examination and render such opinion. The Directors shall determine the funding method (i.e., actuarial cost method) to be used

in determining costs and liabilities under the Plan pursuant to Section 301 et seq. of ERISA and Section 412 of the Code. The Directors shall review such funding method from time to time and if the Directors determine that such funding method is no longer appropriate, then the Directors shall petition the Secretary of the Treasury or his delegate for approval of a change in the funding method pursuant to Section 412(c)(5) of the Code and Regulations thereunder.

(k) To collect, analyze and prepare statistical data with respect to the administration of the Plan and to make an annual report on the operation of the Plan.

(l) To prepare and distribute information explaining the Plan in such manner and to such persons as the Directors determine.

(m) To determine, in accordance with Section 12 of Article I, Section 9 of Article III and Section 2 of Article XIII, respectively the eligibility of a new employer and its employees to become parties hereto and Participants hereunder, the obligation of such Employer and such Participants to make contributions hereunder and the adequacy of the instrument by which such Employer becomes a party hereto.

(n) To determine, in accordance with Section 11, of Article 1 and Section 10 of Article III, respectively the adequacy of the instrument by which an Employer designates a group of its employees as eligible Employees and the obligations of such Employer and such Participants to make contributions hereunder.

¹⁴⁵(o) To return contributions in accordance with Article III, Section 8.

(p) To appoint, as an employee of this Plan, an Administrator as defined in Section 3(16)(A) of ERISA, and delegate to such Administrator such powers and duties in connection with the administration of the Plan as the Directors may from time to time prescribe.

(q) To establish claims procedures consistent with regulations of the Secretary of Labor for presentation of claims by participants and Beneficiaries for Plan benefits, consideration of such claims, review of claim denials and issuance of decisions on review.

(r) Generally to do all such acts, execute all such instruments, take all such proceedings and exercise all such rights and privileges as are necessary in the administration of this Plan.

(s) To estimate from time to time 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.

(t) To 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 pension so engaged, but in such case the Directors shall appoint a successor independent qualified public accountant to perform such examination and render such opinion.

¹⁴⁵ Section AMENDED – Amendment XXIII, February 1999, effective April 1, 1999.

(u) To devote the full amount of the fund, less administrative and other proper expenses, solely to the payment of the pensions hereunder and under Sections 2, 3, 4, 5, 6, 8, 9 and 10 of this Article. It shall be the duty of the Directors, who may rely upon the advice of the pension consultant (including its actuaries), the legal counsel and the other experts whose advice is sought for such purposes, to establish, use and maintain sound actuarial methods in determining the amount of Normal Retirement Pension to be paid.

It is the intent of all Fiduciaries under the Plan and Trust that each Fiduciary shall be solely responsible for its own acts or omissions. Except to the extent imposed by ERISA or the Code, no Fiduciary shall have the duty to question where any other Fiduciary is fulfilling any or all of the responsibilities imposed upon such other Fiduciary by ERISA or by any Regulations or Rulings issued thereunder. No Fiduciary shall have any liability for a breach of fiduciary responsibility of another Fiduciary with respect to the Plan or Trust unless he knowingly participates in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take reasonable remedial action to remedy said breach or, through his negligence in performing his own specific fiduciary responsibilities, has enabled such other Fiduciary to commit a breach of the latter's fiduciary responsibilities.

Section 3. Information

To enable the Directors to perform their functions, the Employers, Unions, Employers, Participants, Pensioners and Beneficiaries shall furnish the Directors with all such information as may be required by them for the purpose of establishing, maintaining and administering this Plan. The Directors shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's administration of the Trust.

Section 4. Compensation

The Director shall not receive compensation for the performance of their duties, but shall be reimbursed for all reasonable expenses incurred in performance of their duties including, in the discretion of the Directors, traveling expenses to attend Directors' meetings.

¹⁴⁶**Section 5. Insurance**

(a) Except as provided in Section 5(g), neither the Directors nor any individual Director shall be personally answerable or personally liable for any liabilities or debts of the Plan contracted or incurred by them as such Directors, or for the non-fulfillment of contracts or any other liability of any other kind which the Directors or any of them may incur hereunder, including legal fees and other expenses of litigation incurred in defending against any asserted liability, debt or nonfulfillment of contract (collectively, "Liabilities"). Liabilities shall also include, without limitation, liabilities arising from a Director's error of judgment or any loss arising out of any act or omission by a Director or of any agent or attorney elected or appointed by or acting for the Directors in the execution of a Director's duties with respect to the Plan (whether performed at the request of the Directors or not). All such Liabilities shall be paid out of the Plan and the Plan is hereby charged with a first lien in favor of such Director or Directors, for his or their security and indemnification. Except as provided in Section 5(g), the Plan shall indemnify the Directors against any and all such Liabilities.

(b) The Directors shall have the power to and may in their discretion pay legal fees and other expenses of litigation incurred by any Director in defending a civil or criminal action, suit or proceeding against him as such fees and expenses are incurred in advance of the final disposition

¹⁴⁶ Section AMENDED – Amendment XXXX August 28, 2002, effective August 28, 2002.

of such action, suit or proceeding. The Directors may authorize payment of such fees if the Directors determine that such Director acted in good faith within what he reasonably believed to be the scope of his duties or authority, and upon receipt of an undertaking, by or on behalf of the Director, to repay all amounts so advanced unless it shall ultimately be determined that he is entitled to be indemnified by the Plan as authorized in this Section 5. The foregoing provisions of this Section 5 shall be applicable as well to any officer or employee of the Plan to whom the Directors in their discretion shall extend the benefits hereof.

(c) The Directors shall purchase Errors and Omissions Insurance for the purpose of obtaining indemnity against liability of any kind arising out of acts or omissions of such Directors, including legal fees and other expenses of litigation which the Directors or any of them may incur; provided, however, that such Errors and Omissions Insurance shall not protect any Director from liability arising out of his own willful misconduct, bad faith or gross negligence; and provided further, however, that such Errors and Omissions Insurance shall permit recourse by the insurer against a Director or Directors in the case of a breach of fiduciary obligation by such Director or Directors. The Directors are authorized to cause the Trustee to pay the premiums for such Errors and Omissions Insurance from the assets of the Trust. Notwithstanding the previous two sentences, the Directors in their individual capacity are authorized, for the appropriate additional payment which is not paid from the assets of the Trust, to obtain a nonrecourse endorsement on such Errors and Omissions Insurance.

(d) Notwithstanding anything otherwise contained in this agreement, with respect to any matter which calls for notice to the Directors hereunder, the Directors shall have no obligation with regard to any action or nonaction as to such matter until and unless such notice is received by them.

(e) The Directors shall be fully protected in acting upon any instrument, certificate, or paper believed by them to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and the accuracy of the statements therein contained.

(f) The Directors may from time to time consult with the Plan's legal counsel and shall be fully protected in acting upon the advice of such counsel.

(g) Nothing herein shall exempt any Director from liability arising out of his own willful misconduct, bad faith or gross negligence, nor entitle such Director to indemnification for any amounts paid or incurred as a result thereof. In addition, nothing herein shall be construed as relieving any fiduciary from responsibility or liability for any responsibility, obligation or duty under Part 4 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974. This Section shall be construed to mean that no Director or other fiduciary shall be liable or responsible for his own acts or omissions or for any act or omission of any other fiduciary, except as provided herein or as provided under applicable state or federal law.

Section 6. Books of Account

The Directors shall keep true and accurate books of accounts and records of all their transactions, which shall be open to the inspection of each of the Directors at all times and which shall be audited annually or more often by a certified public accountant selected by the Directors. Such audits shall be available at all times for inspection by the Union and the Employers at the principal office of the Plan, and a statement of the results of such audit shall be available at such office to all interested parties.

Section 7. Execution of Documents

The Directors may authorize the Chairman and Secretary or any group equally composed of Employer and Union Directors to jointly execute on behalf of the Directors any certificate, notice or other instrument and all persons, partnerships, corporations or associations may rely thereupon that such certificate, notice or instrument has been duly authorized and is binding on the Plan and the Directors.

¹⁴⁷**Section 8. Committees**

The Directors may establish any committees which in their discretion are desirable for the administration of this Plan. Each committee shall be composed of an equal number of Employer and Union Directors and shall be controlled by procedures decided by the Directors. Each committee shall perform the functions delegated to it by the Directors and shall have the authority, by resolution of that committee, to delegate such functions to a subcommittee of the Committee or the Plan Office. Unless the Directors determine otherwise, there shall be six standing committees - Administrative, Benefits/Appeals, Audit & Collections, Executive, Legal and Finance.

¹⁴⁸**Section 9. Claims Brought By Directors**

Any and all controversies, claims or disputes involving a claim by one or more Directors against one or more other Directors and/or the Plan shall be submitted to an arbitrator selected from a list of nine potential arbitrators with expertise in matters related to employee benefit plans provided by the American Arbitration Association ("AAA"). Each side shall have alternating rights to strike the name of a potential arbitrator from the list until the name of only one arbitrator remains. The side 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. Each side shall 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 sixty days after the occurrence of the facts giving rise to any such controversy, claim or dispute. The arbitration shall be conducted in Los Angeles, California, and shall follow the procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each of the parties to the arbitration shall bear its own attorney's fees and costs and shall equally share any costs of the arbitration, except as provided for in Article X, Section 5, with respect to the defense of claims against Directors.

¹⁴⁷ Section AMENDED – Amendment XXVII, December 15, 1999, effective January 1, 2000, deleted last sentence re: Alternate Directors.

Section AMENDED – Amendment XXXV, October 24, 2001.

¹⁴⁸ Section ADDED – Amendment LXIII, April 27, 2005, retroactively effective November 1, 2004 (Section 9 was added.)

ARTICLE XI

MEETINGS AND DECISIONS OF DIRECTORS

Section 1. Officers

The Directors shall meet as promptly as possible after the execution of this Plan and elect a chairman, a vice chairman, a secretary and a vice secretary from among the Directors. The chairman, and vice chairman shall be selected from among the Employer Directors, and the secretary and vice secretary shall be selected from among the Union Directors in the odd-numbered years. In even-numbered years the chairman and vice chairman shall be selected from among the Union Directors and the secretary and vice secretary shall be selected from among the Employer Directors. The term of such officers shall commence on the January 1st next following their election and continue to the next succeeding December 31st, or until his or their successors have been elected, provided that the term of the initial group of officers hereunder shall commence immediately upon election, and their term of office shall be for the balance of the calendar year or until his or their successors have been elected.

Section 2. Meetings of Directors

The Directors shall meet annually in December of each year for the purpose of electing officers for the ensuing calendar year. All meetings of the Directors shall be held at such place or places, within the County of Los Angeles, and at such hours as may be established by resolution of the Directors. Regular or periodic meetings may be held at such time or times as may be established by resolution of the Directors. Special meetings at other than such established times may be held at another time or times. A special meeting may be called at any time by the chairman or secretary upon five (5) days' written notice to the Directors and may be held at any time without such notice if all Directors consent thereto in writing, which consent may be given either before, at, or after the time of such meeting. At least five days' written notice to such Directors shall be given by the secretary of each annual, regular or special meeting of Directors, which notice shall specify the hour and place of such meeting and shall state the nature of any business which is to be considered at such meeting. No business other than that stated in the notice shall be acted upon by the Directors at any meeting, whether annual, regular, or special.

Section 3. Action by the Directors Without Meeting

Action by the Directors may also be taken by them without a meeting provided that such action is evidenced by an instrument in writing to which all of the Directors shall consent by unanimous written concurrence.

¹⁴⁹**Section 4. Quorum**

In all meetings of the Directors, ten (10) Directors shall constitute a quorum for the transaction of business providing there are at least five (5) Employer Directors, or their alternates, and five (5) Union Directors, or their alternates, present and acting at such meeting. In the absence of a quorum at a meeting the Directors shall have no power to transact any business but must adjourn. If there is no quorum through the absence of the minimum required number of either Employer Directors or of Union Directors or their respective alternates, but the required minimum number of one such group is present, then the group so present may require any proposal or proposals properly on the agenda, in accordance with the provisions of Section 2 of

¹⁴⁹ Section AMENDED – Amendment XXVII, December 15, 1999, effective January 1, 2000.

this Article, to be specifically placed upon the agenda for the next meeting of the Directors and be specifically included in the notice calling such next meeting. If a quorum shall not be present at such next meeting through the absence of the minimum required number of Directors from the same group which caused the failure of a quorum at the first meeting, and if there be no action properly had upon the proposal or proposals so noticed for two consecutive meetings, including the first meeting, and such action is not had because of the continued absence of a quorum as aforesaid, then upon adjournment of the second of such meetings, as in this Section provided, the vote of the absent group of Directors shall be deemed cast automatically in opposition to the vote of the group which has been present at such meetings, so as to cause, thereby a deadlock vote between the groups which shall be determined in accordance with provisions of Article XII hereof.

Section 5. Vote of Directors

- (a) In the absence of a request for a unit vote made prior to the taking of a vote on any matter, all questions at all meetings shall be determined by a majority vote of the Directors present at the meeting, provided that a quorum for the transaction of business is present as required by Section 4 of this Article.
- (b) In the event that, prior to the taking of a vote on any question, any Director requests that the question be decided by a unit vote, the following procedure shall apply:
 - (i) The Union Directors collectively shall have one (1) vote on said question. The Employer Directors collectively shall have one (1) vote on said question.
 - (ii) The vote of the Employer Directors shall be determined by a majority of the Employer Directors present, and the vote of the Union Directors shall be determined by a majority of the Union Directors present. In the event that either the Employer Directors present or the Union Directors present cannot determine their respective collective vote among themselves by such a majority decision, then the matter at issue shall remain in status quo until the deadlocked group of Directors can cast the single, collective vote of that group as above contemplated; provided, however, if such group of Directors does not resolve such a deadlock among themselves and cast their collective vote prior to the next meeting of the Directors, the question or matter shall again be presented at such next meeting. If at such next meeting the particular group of Directors be still deadlocked and remain so until such meeting be adjourned, then immediately upon the adjournment the vote of such deadlocked group shall be deemed automatically cast in opposition to the vote of the group which has not been deadlocked, so as to cause thereby a deadlocked vote between the groups which shall be determined in accordance with the provisions of Article XII hereof.
- (c) In the event that any matter presented for decision and voted on in accordance with the procedure set forth in subparagraph (a) of this Section cannot be decided by the Directors as a whole because of a tie vote, the matter shall be submitted for a unit vote in accordance with subparagraph (b) of this Section. In the event that any matter presented for decision by a unit vote under subsection (b) of this Section cannot be decided by the Directors as a whole because of a tie vote between Employer Directors and Union Directors, the matter shall remain in status quo pending the vote of the impartial umpire as provided in Article XII hereof.

Section 6. Presence of Officers at Meetings

In the absence or disability of the chairman, the vice chairman shall act as chairman. In the absence or disability of the secretary, the vice secretary shall act as secretary. In the case of the absence of both the chairman and the vice chairman, or in the absence of both the secretary and the vice secretary, or in the absence of all such officers, pro tem appointments to such respective offices shall be made by the Directors present.

¹⁵⁰**Section 7. Minutes of Meetings**

The Directors shall keep minutes of all meetings, but such minutes need not be verbatim. The keeping of such minutes shall be the responsibility of the secretary. A copy of the minutes of each meeting shall be prepared and sent by the secretary to each Director whether or not such Director was actually present at the meeting, which copies of such minutes shall be so sent to each Director as soon as practicable after the adjournment of such meeting, to the end that each Director shall have been enabled to examine such minutes prior to the time of the next meeting.

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¹⁵⁰ Section AMENDED – Amendment XXVII, December 15, 1999, effective January 1, 2000.

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ARTICLE XII

ACTION IN THE EVENT OF DEADLOCK

Section 1. Application of This Article

In the event the Directors cannot act with respect to any question or resolution, other than one relating to a proposed change or amendment pursuant to Article VI, presented to the Directors for decision because of a tie vote between the Employer Directors and the Union Directors, then an impartial umpire to cast the deciding vote shall, if possible, be chosen forthwith by the Directors. If such Directors cannot at such time choose an impartial umpire, then the chairman and the secretary shall attempt to select such impartial umpire, and if such chairman and secretary cannot agree on an impartial umpire within seventy-two (72) hours after the adjournment of the meeting at which the tie vote occurred, then either the group of Directors or the Employers or the Unions may petition the District Court of the United States, of the Southern District of California, Central Division, for the appointment of such an impartial umpire.

Section 2. Casting a Vote

Upon the impartial umpire being so chosen or appointed, a meeting of the Directors shall be held as soon as practicable, which shall be attended by such umpire, and he shall at such time hear any evidence or arguments presented by either group of Directors upon the question or resolution upon which such tie vote has occurred, and such umpire may, if he desires, make any inquiries from the Director with respect to any information deemed by him to be competent, relevant, or material to the question, and if such information is not then available, it shall be furnished to such umpire, by the chairman and the secretary jointly, as soon as practicable, and in any case, within fourteen (14) days after the meeting at which such umpire shall have been present and heard the evidence and arguments, by written instrument cast his vote for or against the question or resolution upon which the tie has occurred. Such umpire may, but need not, specify his reasons for casting such vote. A copy of such written vote of the umpire shall be delivered by him to the chairman and to the secretary of the Directors.

Section 3. Expenses of Umpire

The cost and expense incidental to any appointment of an umpire, the holding of proceedings before him including the fee, if any, for such umpire shall be a proper charge against the Fund, and the Directors are authorized to direct payment of such charges.

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ARTICLE XIII
PARTIES TO PLAN

Section 1. Original Parties

This Plan amendment shall be executed by the Directors of the Old Plan and shall be subject to ratification by the Employer and Union Parties in accordance with the Old Plan.

Section 2. Written Instrument

After obtaining the consent and approval of the Directors, an employer which is not a party hereto may adopt and become a party to this Plan by executing and delivering a written instrument substantially in the form approved by the Directors to the Directors, or by executing and delivering to the Directors a sufficient written instrument wherein it agrees to participate in the Fund, pursuant to the terms of this Plan. Such instrument may by reference include the terms of any then existing collective bargaining agreement. On such written instrument such Employer should designate the Association as Agent to act for it as Agent under each of the terms and conditions of this Plan with the exception of Article VI, Section 2 of Article VIII and Section 3 of Article XIII. The Directors may require an Employer to furnish a bond to the Plan insuring the Employer's performance of its obligations under this Plan and the applicable collective bargaining agreement.

¹⁵¹**Section 3. Termination of Individual Employers**

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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¹⁵¹ Section AMENDED – Amendment LX, December 20, 2004.

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ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. Employee Actions

Employees, Participants, Pensioners and their Beneficiaries may, directly or through representatives selected by them, or any of them, by action against the Trustee and Directors, enforce this Plan.

Section 2. Place of Business

The place of business of this Plan and the Fund shall be Los Angeles County, State of California. Any notification or written communication to the Chairman or Secretary of the Directors or to the Directors as a body shall be deemed properly addressed if addressed to the office of the Plan.

Section 3. Situs

This Plan has been executed in the City of Los Angeles, State of California, and such place shall be deemed the situs of the Plan and the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of the United States and to the extent applicable with the laws of California.

Section 4. Construction of Terms

Wherever any words are used in this Plan in the masculine gender they shall be construed as though they are also used in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Plan in the singular form they shall be construed as though they are also used in the plural form in all situations where they would so apply, and wherever any words are used in the Plan in the plural form they shall be construed as though they are also used in the singular form in all situations where they would so apply.

Section 5. Notifications to Directors

The address of each of the Directors shall be that stated on the records of the Plan. Any change of address shall be effected by written notice to the Directors.

Section 6. Severability

Should any provisions in this Plan or rules and regulations adopted hereunder or in any collective bargaining agreement be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions herein and therein contained unless such illegality shall make impossible or impractical the functioning of the Plan. In the event the functioning of the Plan becomes impossible or impractical for such reasons, all then parties, including the Directors, shall endeavor to devise and adopt an amendment which will permit, if possible, the functioning of the Plan as nearly as possible in accordance with the true spirit and intent thereof.

Section 7. Validity of Action

No action determined by the vote of the Directors, directly or through the vote of an umpire, as herein contemplated shall be valid or effective which shall interpret or apply any provisions of this Plan in any manner or to any extent so as to be contrary to any applicable law or governmental rule or regulation or which would exceed the powers given to the Directors as set forth hereunder or change or enlarge the express purposes hereof.

Section 8. Headings No Part of Agreements

Headings and subheading in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

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**Motion Picture Industry Pension Plan
1993 Restated Trust Agreement
(Includes Amendments I through CXI)**

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

EMPLOYER DIRECTORS

Richard E. Baker

Jay R. Ballance

J. Nicholas Counter, III

Pamela A. DiGiovanni

Arthur J. Hutchins

Hank Lachmund

Richard P. Schonland

Paul A. Westefer

Marshall Wortman

UNION DIRECTORS

Gene Allen

Russell Bartley

Ron Cunningham

Frank A. Dickenson

Bruce C. Doering

Harry J. Floyd

Ronald G. Kutak

Carmine A. Palazzo

Mikele R. Padovich

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MOTION PICTURE INDUSTRY PENSION PLAN

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

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 Pension Plan (the "Pension Plan") 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 which are parties to the Motion Picture Industry Pension Plan. The Unions are set forth in Article I, Section 27. of the Trust Agreement, as follows:

²Section 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

¹ Section AMENDED – Amendment XXX, August 23, 2000, retroactively effective August 1, 2000.

Section AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

Section AMENDED – Amendment LXIV, June 22, 2005, retroactively effective January 1, 2005.

Renumbered 32 with changes made in Amendment CI, December 22, 2016, retroactively effective as noted.

² Section AMENDED – Amendment XXXXIX, November 20, 2003, effective January 1, 2004.

Section AMENDED – Amendment LVII, December 20, 2004, effective January 1, 2005. (#1 was amended.)

Section AMENDED – Amendment LXVIII, March 8, 2006, retroactively effective January 29, 2006 (Local 817 was added).

Section AMENDED – Amendment LXXV, August 28, 2008, retroactively effective July 1, 2008 (Locals 790 and 847 merged into Local 800).

Section AMENDED – Amendment LXXXIV, October 28, 2010, retroactively effective August 1, 2010 (Local 683 merged into Local 700).

Section AMENDED – Amendment XC, October 31, 2013, effective March 6, 2014 (upon 51% ratification of the Amendment) Items 1 and 9 were amended.

Section AMENDED – Amendment XCI, February 27, 2014, item 6 is retroactively effective February 16, 2013, and new item 13 is retroactively effective December 19, 2013.

Section ADDED – Amendment CIV, July 26, 2019, effective February 28, 2019 (CWA).

Section ADDED – Amendment CV, August 26, 2019, effective June 1, 2017 (Local 537).

Section AMENDED – Amendment CVII, February 27, 2020, retroactively effective September 1, 2019, SPFPA Local 55 was added.

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
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 - 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. Communications Workers of America
15. Office and Professional Employees International Union, Local 537
16. Security Police Fire Professionals of America, Local 55
17. 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

³Section 1. Contribution Requirements - Union Groups

Contributions to the Pension Plan 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:

- ⁴(a) (1) In accordance with Article III. Section 2. and 3. of the Trust Agreement regarding the Rate and Period of Contributions, the Employer shall, for the period commencing August 1, 2021 to and including July 31, 2024, pay into the Pension Plan the amounts set forth in subparagraph (b) 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

³ Section AMENDED – Amendment XXXII, December 20, 2000, effective January 1, 2001.

Section AMENDED – Amendment LXVIII, March 8, 2006, retroactively effective January 29, 2006 (numbering was changed, and section (a)(2) was added).

⁴ Subsection (a) is AMENDED in its entirety – Amendment XXXXVI, August 27, 2003, effective August 3, 2003.

Subsection (a) is AMENDED in its entirety – Amendment LXV, August 24, 2005.

Subsection (a) (1) is AMENDED – Amendment LXXIV, June 26, 2008, retroactively effective August 1, 2006.

Subsection (a) (1) is AMENDED – Amendment LXXXIII, July 1, 2010, retroactively effective August 1, 2009.

Subsection (a) (1) is AMENDED – Amendment LXXXIX, October 31, 2013, retroactively effective August 1, 2012.

Article II, Section 1(a)(1) third paragraph was AMENDED – Amendment XC, effective March 6, 2014 (upon 51% ratification of the Amendment).

Subsection 1(a)(1) is AMENDED – Amendment CI, December 22, 2016, retroactively effective August 1, 2015.

Subsection 1(a)(1) is AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018, the first paragraph of Exhibit A, Article II, Section 1(a)(1) is amended in its entirety.

Subsection 1(a)(1) is AMENDED – Amendment CIV, June 27, 2019, retroactively effective July 29, 2018, the fifth paragraph of Exhibit A, Article II, Section 1(a)(1) is amended in its entirety.

Subsection (a)(1) is AMENDED – Amendment CXIII, October 13, 2022, retroactively effective August 1, 2021.

Employees) shall be based on eight (8) hours for each day unless otherwise provided in the Collective Bargaining Agreement.

Except as provided in the next two paragraphs, 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.

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.

Effective for employment on or after February 2, 2003 until to and including October 30, 2004, if negotiated individually by the Employee and Employer with respect to employment under the Location Managers Agreement of August 1, 2002 between Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters, on the one hand, and the A.M.P.T.P. (on behalf of specified Employers and those Employers who effectively consented to be part of the multi-employer bargaining unit), on the other hand, 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 during any five-day workweek, seventy-two (72) hours during any six-day workweek and eighty (80) hours during any seven-day workweek. Effective for employment on or after February 2, 2003, such guaranteed hours shall also apply if negotiated individually by the Employee and Employer with respect to employment under the Teamsters Television Commercial Agreement for Location Managers/Scouts between the Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters, on the one hand, and those commercial production companies that consent to be bound thereto.

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.

⁵(2) Notwithstanding the foregoing, and only in the case of freelance casting directors and freelance associate casting directors defined in Article I, Section 11.(a)(3)(I) of the Trust Agreement, effective January 29, 2006, in accordance with Paragraph (b)(1)(ii) 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. For such Employees employed on an hourly basis, contributions shall be made for each hour worked or guaranteed, whichever is greater.

- ⁶(b) (1) (i) Except as set forth in this subsection (b), the Employer shall continue to pay to the Pension Plan for the period commencing August 1, 2000 and continuing until changed by the Directors, a total of \$.5165 (unless increased pursuant to Article III below), for each hour described in subparagraph (a) above.
- (ii) However, with respect to Covered Participants, the Employer shall pay to the Pension Plan the following amounts:
- (A) for the period commencing August 3, 2003 to and including July 31, 2004 (or at such other times set forth in the applicable Collective Bargaining Agreement), a total of \$.7665 for each hour described in subparagraph (a) above,
- (B) for the period commencing August 1, 2004 to and including July 30, 2005 (or at such other times set forth in the applicable Collective Bargaining

⁵ Section AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018.

⁶ Section AMENDED – Amendment XXII, December 9, 1998, effective January 1, 1999.

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

Section AMENDED – Amendment XXXV, October 24, 2002, effective January 27, 2002.

Section AMENDED – Amendment XXXVIII, June 26, 2002, effective July 1, 2002. (First sentence of Article II, Section 1(b)(2) is amended.)

Section AMENDED – Amendment XXXXV, May 23, 2003, effective August 3, 2003.

Section AMENDED – Amendment LII, June 23, 2004, retroactively effective January 1, 2004, Article II, Section 1(b)(1)(i).

Section AMENDED – Amendment LIX, December 20, 2004.

Section AMENDED – Amendment LXIX, June 28, 2006, effective July 31, 2006, Article II, Section 1(b)(1)(ii) is modified.

Section AMENDED in its entirety – Amendment CI, December 22, 2016, retroactively effective August 1, 2015.

Agreement), a total of \$.9165 for each hour described in subparagraph (a) above,

(C) for the period commencing July 31, 2005 to and including July 29, 2006 (or at such other times set forth in the applicable Collective Bargaining Agreement) a total of \$1.0165 for each hour described in subparagraph (a) above,

(D) for the period commencing July 30, 2006 to and including August 1, 2015 (or at such other times set forth in the applicable Collective Bargaining Agreement) and continuing thereafter unless changed by the Directors, a total of \$1.2665 for each hour described in subparagraph (a) above,

(E) for the period commencing August 2, 2015 to and including July 30, 2016 (or at such other times set forth in the applicable Collective Bargaining Agreement) and continuing thereafter unless changed by the Directors, a total of \$1.4465 for each hour described in subparagraph (a) above,

(F) for the period commencing July 31, 2016 to and including July 29, 2017 (or at such other times set forth in the applicable Collective Bargaining Agreement) and continuing thereafter unless changed by the Directors, a total of \$1.6265 for each hour described in subparagraph (a) above, and

(G) for the period commencing July 30, 2017 (or at such other times set forth in the applicable Collective Bargaining Agreement) and continuing thereafter unless changed by the Directors, a total of \$1.8065 for each hour described in subparagraph (a) above,

For purposes of this subparagraph (b)(1)(ii), a "Covered Participant" shall mean (A) a Participant who is not covered by a Collective Bargaining Agreement between the Employers and the Unions and (B) a Participant who is covered by one of the following Collective Bargaining Agreements:

(I) the 2003 Producer - I.A.T.S.E. and M.P.T.A.A.C Basic Agreement, or any successor agreements thereto; or

(II) any other Collective Bargaining Agreement (including related side letters) that (1) recommends such pension increases described in the 2003 Producer - I.A.T.S.E. and M.P.T.A.A.C Basic Agreement, or any successor agreement thereto, also apply to the persons covered by that Collective Bargaining Agreement and (2) provides for increases in contributions to this Plan in the same manner as set forth in this subparagraph (b)(1)(ii).

⁷(2) Notwithstanding Section 1(b)(1), the following contribution rate shall apply with respect to:

⁷ Section AMENDED in its entirety – Amendment LXXXIX, October 31, 2013, retroactively effective August 1, 2012.

(i) camerapersons who are working under the Amendment Agreement of May 1, 1997 between Producer and the I.A.T.S.E. and Local #600 thereof (known as the "Local #600 Amendment Agreement") (or under any other Collective Bargaining Agreement that provides for contribution rates as set forth in this Section 1(b)(2) for all hours after the effective date of such rates),

(ii) editorial and post-production sound employees who are working under the January 1, 2002 Amendment Agreement to the Agreement of December 10, 1999 between Producer and I.A.T.S.E. and M.P.T.A.A.C. and Local #700 thereof ("1999 Local Post Production Agreement") for all hours worked on or after July 1, 2002 (or under any other Collective Bargaining Agreement that provides for contribution rates as set forth in this Section 1(b)(2) for all hours after the effective date of such rates),

(iii) studio mechanics who are working under any Collective Bargaining Agreement with Motion Picture Studio Mechanics, Local #52, I.A.T.S.E. (unless such studio mechanic is described in Article II, Section 1(b)(3) or 1(b)(4) below) for all hours worked on or after January 1, 2004,

(iv) employee(s) who are working under a Sideletter (as defined below) that is approved by the Plan on or before March 31, 2014 and that provides such employee(s) 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 this Plan, the Individual Account Plan and the Motion Picture Industry Health Plan. [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 union to said Sideletter will be considered a Union party under Article I, section 1 of this Exhibit A solely with respect to said specified Employee(s).] Notwithstanding Section 1(a) above or the following paragraph, 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

Section AMENDED – Amendment XCII, February 27, 2014, effective March 24, 2014 (Exhibit A, Article II, Section 1(b)(2)(13) and (14).)

Section AMENDED – Amendment XCIII, February 27, 2014, effective April 1, 2014.

Section AMENDED – Amendment XCVI, December 18, 2014, effective March 22, 2015 (Exhibit A, Article II, Section 1.(b)(2)(14) and (15).)

Section AMENDED – Amendment XCIX, February 25, 2016, effective March 27, 2016 (Exhibit A, Article II, Section 1. (b)(2)(16).)

(Continued on next page)

Section AMENDED – Amendment CI, December 22, 2016, effective March 26, 2017 (Exhibit A, Article II, Section 1(b)(2).)

Section AMENDED – Amendment CII, August 24, 2017, effective July 1, 2017, the last paragraph of Article II, Section 1(b)(2) was amended in its entirety.

Section AMENDED – Amendment CIII, March 1, 2018, effective March 25, 2018, the Subsection (18) was added.

Section AMENDED – Amendment CVII, February 27, 2020, retroactively effective February 28, 2019. (Subsection viii added.) (Subsection (18) revised.)

Section AMENDED – Amendment CIX, February 25, 2021, effective 25, 2021, Article II, Section 1(b)(2) is amended (Subsections (19) and (20) added),

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. 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 paragraph (iv) 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.

(v) script supervisors, production office coordinators and assistant production office coordinators, production accountants, payroll accountants or assistant production accountants who are working under any Collective Bargaining Agreement with Motion Picture Script Supervisors and Production Office Coordinators, Local #161, I.A.T.S.E. (unless such person is described in Article II, Section 1(b)(5)) for all hours worked on or after January 1, 2005;

(vi) location scouts/managers employed under the Teamsters Local 817 Commercial Agreement Local Scouts/Managers in the states of New York, New Jersey, Connecticut, or Rhode Island to perform services either within or without said states in the production of commercials or promos for all hours worked or guaranteed on or after June 1, 2011;

(vii) camera department employees, post-production employees, publicists, Local 52-represented employees employed or hired in New York and New Jersey (except that part of New Jersey outside a 65 mile radius of Columbus Circle) and Local 161-represented employees employed or hired in New York, New Jersey or Connecticut employed under the 2012 Music Video Production Agreement, and

(viii) effective February 28, 2019, employees represented by the Communication Workers of America.

With respect to such Employees, subject to the last paragraph of this Section 1(b)(2), the Employer shall pay into the Plan for each hour described in Section 1(a) above (or, in the case of an Employee described in Section 1(b)(2)(iv), the hours described in said Section 1(b)(2)(iv)):

- (1) for the period commencing January 1, 1999 to and including January 26, 2002, a total of \$.934 for each such hour,
- (2) for the period commencing January 27, 2002 to and including January 26, 2003 a total of \$1.02 for each such hour,
- (3) for the period commencing January 27, 2003 and continuing unless increased pursuant to Article III below, a total of \$1.29 for each such hour,
- (4) for the period commencing January 25, 2004, to and including January 22, 2005, a total of \$1.341 for each hour described in Section 1(a) above,

- (5) for the period commencing January 23, 2005, to and including January 21, 2006, a total of \$1.333 for each hour described in Section 1(a) above,
- (6) for the period commencing January 22, 2006, to and including January 20, 2007, a total of \$1.407 for each hour described in Section 1(a) above,
- (7) for the period commencing January 21, 2007, to and including January 19, 2008, a total of \$2.000 for each hour described in Section 1(a) above, and
- (8) for the period commencing January 20, 2008, to and including January 24, 2009, a total of \$2.065 for each hour described in Section 1(a) above.
- (9) for the period commencing January 25, 2009, to and including January 23, 2010, a total of \$1.980 for each hour described in Section 1(a) above.
- (10) for the period commencing January 24, 2010, to and including March 25, 2011, a total of \$2.312 for each hour described in Section 1(a) above.
- (11) for the period commencing March 26, 2011, to and including March 24, 2012, a total of \$2.216 for each hour described in Section 1(a) above.
- (12) for the period commencing March 25, 2012, to and including March 23, 2013, a total of \$2.167 for each hour described in Section 1(a) above.
- (13) for the period commencing March 24, 2013, to and including March 22, 2014 a total of \$3.498 for each hour described in Section 1(a) above.
- (14) for the period commencing March 23, 2014, to and including March 20, 2015, a total of \$3.182 for each hour described in Section 1(a) above.
- (15) for the period commencing March 22, 2015 to and including March 26, 2016, a total of \$3.081 for each hour described in Section 1(a) above.
- (16) for the period commencing March 27, 2016 to and including March 25, 2017, a total of \$3.821 for each hour described in Section 1(a) above.
- (17) for the period commencing March 26, 2017 to and including March 24, 2018, a total of \$4.073 for each hour described in Section 1(a) above.
- (18) for the period commencing March 25, 2018 to and including March 21, 2020, a total of \$4.413 for each hour described in Section 1(a) above.
- (19) for the period commencing March 22, 2020 to and including March 20, 2021, a total of \$4.734 for each hour described in Section 1(a) above.
- (20) For the period commencing March 21, 2021 to and including March 23, 2024, a total of \$4.905 for each hour described in Section 1(a) above.

⁸(21) For the period commencing March 24, 2024 and continuing unless changed pursuant to Article III below, a total of \$5.209 for each hour described in Section 1(a) above. This rate shall be reviewed and subject to change not more frequently than once per year. The Plan shall give Employer not less than ninety (90) days advance notice of a change in such rates.

Notwithstanding the foregoing, if Employer is signatory to the I.A.T.S.E. Basic Agreement and the Employer, together with its related or affiliated entities, has made Supplemental Markets payments to the Motion Picture Plans in an aggregate amount of not less than fifteen million dollars (\$15,000,000) during the three (3) year period beginning January 1, 1994 and ending on December 31, 1996, or in any subsequent three (3) consecutive year period, then Employer and its related and affiliated entities shall make contributions at the rate set forth in Section 1(b)(1) above with respect to camerapersons and editorial and post-production sound employees described in Section 1(b)(2)(i) and (ii), employees described in Section 1(b)(2)(iv), and employees described in Article I, Section 11(a)(3)(L). Such an Employer and its related and affiliated entities shall make contributions at the rate set forth in Section 1(b)(3) below with respect to studio mechanics described in Section 1(b)(2)(iii). Such an Employer and its related and affiliated entities shall make contributions at the rate set forth in Section 1(b)(5) below with respect to script supervisors, production office coordinators and assistant production office coordinators described in Section 1(b)(2)(v). For these purposes, the Supplemental Markets payments made by Columbia and TriStar shall be aggregated and the Supplemental Markets payments made by Amblin Entertainment Inc. and DreamWorks shall be aggregated. Such Employers are referred to as the "\$15 million Contributors."

⁹(3) (A) Notwithstanding Sections 1(b)(1) and (2), the following contribution rate applies with respect to studio mechanics who are working under the Memorandum of Agreement of May 16, 2002 for Feature and Television Production Contract with Motion Picture Studio Mechanics, Local #52, I.A.T.S.E., or its successor agreements, (the "Contract"), but only if working for an Employer listed in the preamble of the Contract or an Employer related or affiliated with such listed Employer, NBC Studios, Inc. and Northern Entertainment Productions, Inc., or a \$15 million Contributor (as defined in Section 1(b)(2) above). These rates apply for all hours worked on or after January 1, 2004. Contribution rates for all other studio mechanics are described in Section 1(b)(2) above.

(B) With respect to such Employees who are working on television, the Employer shall pay into the Plan for each hour described in Section 1(a) above,

(i) For the period commencing January 1, 2004 to and including May 13, 2006, a total of \$0.77 for each hour described in Section 1(a) above.

⁸ ADDED – 3/20/24 (Amendment CXVI), effective 3/24/24 (Subsection (21) added).

⁹ Section ADDED – Amendment XXXIX, November 20, 2003, effective January 1, 2004.

Section AMENDED – Amendment LXX, August 23, 2006, retroactively effective May 14, 2006.

Section AMENDED – Amendment LXXIII, October 25, 2007, retroactively effective May 14, 2006 (cross-reference was expanded in subsections (B), (C) and (D) to: "1.(b)(1)(ii)."

Sections ADDED – Amendment XCV, August 28, 2014, retroactively effective May 16, 2012 subparagraphs (E) and (F) were added.

(ii) For the period commencing May 14, 2006 and continuing, for each hour described in Section 1(a) above, the rates designated in Section 1(b)(1)(ii), above.

(C) With respect to such Employees who are working on features, the Employer shall pay into the Plan for each hour described in Section 1(a) above:

(i) For the period commencing January 1, 2004 to and including May 13, 2006, a total of \$1.095 for each hour described in Section 1(a) above.

(ii) For the period commencing May 14, 2006 and continuing, for each hour described in Section 1(a) above, the rates designated in Section 1(b)(1)(ii) above.

(D) With respect to those Employees working outside of the jurisdiction of I.A.T.S.E., Local 52, who are referred to in the May 16, 2006 Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. Feature and Television Production Contract with Major Producers, the Employer shall pay into the Plan, for each hour described in Section 1(a), above, and for the period commencing on May 14, 2006, the rates designated in Section 1(b)(1)(ii), above.

¹⁰(E) With respect to those employees who are 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 are 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, the Employer shall pay into the Plan, for each hour described in Section 1(a) above, and for the period commencing on May 16, 2012, the rates designated in Section 1(b)(1)(ii), above.

(F) With respect to those employees who are hired in New York or New Jersey to perform work covered under the I.A.T.S.E. Area Standards Agreement and have previously worked under the Motion Picture Studio Mechanics, Local 52 I.A.T.S.E. Feature and Television Production Contract with Major Producers and have participated in this Plan, the Employer shall pay into the Plan, for each hour described in Section 1(a) above, and for the period commencing on May 16, 2012, the rates designated in Section 1(b)(1)(ii), above.

¹¹(4) E.U.E. Screen Gems shall pay to the Pension Plan, for each hour described in subsection 1.(a), above, for Employees working under its Collective Bargaining Agreement with I.A.T.S.E. Local #52;

¹⁰ ADDED – Amendment XCV, August 28, 2014, retroactively effective May 16, 2012, Subparagraphs (E) and (F) are added.

¹¹ Section ADDED – Amendment LII, June 23, 2004, retroactively effective January 1, 2004, Article II, Section 1(b)(4) is added.
Section AMENDED – Amendment LVIII, December 20, 2004, effective as noted.

- (i) \$1.41, for the period commencing January 1, 2004 through July 30, 2004;
- (ii) \$1.56, for the period commencing August 1, 2004 through November 30, 2004;
- (iii) \$.79, for the period commencing December 1, 2004 through July 30, 2005;
- (iv) \$.89, for the period commencing July 31, 2005 through November 30, 2005; and
- (v) \$.95, for the period commencing December 1, 2005 through November 30, 2006.

¹²(5) (A) Notwithstanding Sections 1(b)(1) and (2), the following contribution rate applies with respect to script supervisors, production office coordinators and assistant production office coordinators who are working under the Motion Picture Script Supervisors and Production Office Coordinators, Local #161, I.A.T.S.E. and M.P.T.A.A.C. Motion Picture Theatrical and TV Series Production Contract, entered into March 3, 2003 or its successor agreements (the "Local 161 Contract"), but only if working for

- (i) an Employer listed in the preamble of the Local 161 Contract or an Employer related or affiliated with such listed Employer,
- (ii) NBC Studios, Inc. and Northern Entertainment Productions, Inc., or
- (iii) a \$15 million Contributor (as defined in Section 1(b)(2) above). These rates apply for all hours worked on or after January 1, 2005. Contribution rates for all other script supervisors, production office coordinators and assistant production office coordinators are described in Section 1(b)(2) above.

(B) With respect to such Employees who are working on television, the Employer shall pay into the Plan for each hour described in Section 1(a) above,

- (i) For the period commencing January 1, 2005 to and including March 2, 2007, a total of \$0.77 for each hour described in Section 1(a) above.
- (ii) For the period commencing March 3, 2007 and continuing, for each hour described in Section 1(a) above, an amount equal to the rate set forth in Section 1(b)(3)(B)(ii) above.

(C) With respect to such Employees who are working on theatrical motion pictures, the Employer shall pay into the Plan for each hour described in Section 1(a) above:

¹² Section ADDED – Amendment LVII, December 20, 2004, effective January 1, 2005.
Section AMENDED and ADDED – Amendment LXXIII, October 25, 2007, retroactively effective March 3, 2007 (the language "or its successor agreements" and naming "Local 161" as the "Contract," as well as a new subsection (D)).

(i) For the period commencing January 1, 2005 to and including March 2, 2007, a total of \$1.095 for each hour described in Section 1(a) above.

(ii) For the period commencing March 3, 2007 and continuing, for each hour described in Section 1(a) above, an amount equal to the rate set forth in Section 1(b)(3)(C)(ii) above.

(D) With respect to those Employees working outside of the geographic jurisdiction of the Local 161 Contract who are referred to in the Local 161 Contract, the Employer shall pay into the Plan, for each hour described in Section 1(a) above, and for the period commencing on March 3, 2007, the rates designated in Section 1.(b)(1)(ii), above.

¹³(E) With respect to those employees who are 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 are 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, the Employer shall pay into the Plan, for each hour described in Section 1(a) above, and for the period commencing on March 3, 2013, the rates designated in Section 1(b)(1)(ii), above.

(F) With respect to those employees who are hired in New York, New Jersey or Connecticut to perform work covered under the I.A.T.S.E. Area Standards Agreement and have 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 have participated in this Plan, the Employer shall pay into the Plan, for each hour described in Section 1(a) above, and for the period commencing on March 3, 2013, the rates designated in Section 1(b)(1)(ii) above.

¹⁴(c) This subsection (c) 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 ("Applicable Employer") on one or more specified projects (or all projects) in lieu of one or more of this Plan, the Motion Picture Industry Individual Account 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 (or 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

¹³ ADDED – Amendment XCV, August 28, 2014, retroactively effective March 3, 2013, Subparagraphs (E) and (F) were added.

¹⁴ Section ADDED – Amendment XXXIV, April 23, 2003, effective May 1, 2003.
Section AMENDED – Amendment L, March 25, 2004, retroactively effective September 22, 2003, Article II, Section 1(c).

(that is a Union 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 in resolutions adopted by the Directors of the MPI Plans. Such Applicable Employer shall continue to contribute on behalf of all other Employees.

¹⁵**Section 2. Nonaffiliated Employee Groups**

(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 11.(a)(1)(B),(C),(D) and (E) of the Trust Agreement as eligible Employees under this Pension Plan and to Employees from such 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 Pension Plan 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(b) hereof.

¹⁶(b) Pursuant to Article I. Section 11(a)(1)(B),(C),(D) and (E) of the Trust Agreement, such nonaffiliated Employees are:

- (1) An employee of this Pension Plan, the Motion Picture Industry Individual Account Plan, 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;
- (3) Production office accountants as defined in and covered by a Production Accountants Group Designation;
- (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.

¹⁵ Section AMENDED – Amendment XXI, October 28, 1998, retroactively effective September 20, 1998.
Section AMENDED – Amendment XXXXIII, December 18, 2002, effective January 1, 2003.

¹⁶ Section AMENDED in its entirety – Amendment LXXXIX, October 31, 2013, retroactively effective July 29, 2012.
Section AMENDED – Amendment CX, June 24, 2021, retroactively effective June 1, 2021. Article II, Section 2(b)(1).

¹⁷ Section AMENDED – Amendment LII, June 23, 2004, effective July 25, 2004, Article II, Section 3.

¹⁸(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 Individual Account Plan, the Motion Picture Industry Health Plan, any Union, the 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 otherwise 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 Accountant 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.

¹⁹(b) For all other nonaffiliated Employees, effective July 25, 2004, contributions shall be made for the actual number of hours worked or guaranteed each week, whichever is greater. Notwithstanding the foregoing, the Employer shall not make contributions for an Employee for

¹⁸ Section AMENDED – Amendment XXXXI, October 23, 2002.

Section AMENDED – Amendment LXXII, March 1, 2007, retroactively effective January 1, 2007.

Section AMENDED in its entirety – Amendment LXXXIX, October 31, 2013, retroactively effective July 29, 2012.

Section AMENDED – Amendment CX, June 24, 2021, retroactively effective June 1, 2021. Article II, Section 3(a).

¹⁹ Section AMENDED – Amendment LII, June 23, 2004, effective July 25, 2004, Article II, Section 3(b).

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 at the composite rate set forth in Article II, Section 1(b) above.

²⁰(d) Notwithstanding paragraph (c) above, contributions for production accountants who are employed in New York or New Jersey, or hired in New York or New Jersey to perform services outside those states, but within the limits of the U.S., its territories and Canada shall be made as follows:

(1) Employers who are \$15 million Contributors as that term is defined above, shall make contributions at the rates set forth in Article II, Section 1(b)(5)(B) and (C) above (the "Local 161 rates");

(2) All other Employers shall make contributions at the composite rate set forth in Article II, Section 1(b)(2) (the "east coast rate")

²¹**Section 4. Controlling Employees**

(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, member of the LLC or an officer of the Employer or the spouse of such a controlling 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 such person, but shall continue to contribute on behalf of other Employees (and such other Employees are not impacted by these

²⁰ Section ADDED – Amendment LXIV, June 22, 2005, retroactively effective January 1, 2005 (Sub-Section 3(d) is added.)

²¹ Section AMENDED – Amendment XXXIV, August 23, 2001.
Section AMENDED – Amendment XXXIX, August 28, 2002, effective September 1, 2002.
Section AMENDED – Amendment LXXVIII, February 5, 2009, effective February 25, 2009.

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).

²²(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 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) (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) (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.

²³(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:

²² Section AMENDED – Amendment XX, April 22, 1998, effective September 20, 1998.

(Continued on next page)

Section AMENDED – Amendment XXXIX, August 28, 2002, effective September 1, 2002.

Section AMENDED – Amendment LIII, September 8, 2004, effective September 8, 2004.

Section AMENDED – Amendment LXXXIV, October 28, 2010, retroactively effective August 1, 2010.

²³ Section AMENDED – Amendment LII, June 23, 2004, retroactively effective January 1, 2004, Article II, Section 4(a)(2).

Section AMENDED – Amendment CVIII, October 29, 2020, effective March 1, 2020, Article II, Section 4(a)(2)g is amended.

Section AMENDED – Amendment CX, June 24, 2021, retroactively effective January 1, 2021. Article II, Section 4(a)(2)(g).

- a. the Controlled Employer ceases to have an obligation to contribute to the Pension 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 Pension Plan, or
- c. the Employee ceases to be a Controlling Employee as evidenced by documentation deemed adequate by the Pension Plan, unless the Pension 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
- e. the first day the Controlling 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 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. Due to the Industry strikes, the period from May 1, 2023 until the end of the month in which both Industry strikes have ended shall be disregarded in determining whether the 1,500-hour requirement set forth in the first sentence of this subsection 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.

(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 Employees 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

²⁴ Section 1. Residuals Contributions

- (a) Notwithstanding the other provisions of this Article III, should an Employer enter into a license agreement on or after August 1, 2015 with respect to theatrical motion pictures (other than feature length primarily animated motion pictures) covered under any I.A.T.S.E Basic Agreement and/or certain other collective bargaining agreements described in the foregoing paragraph, which license agreement provides a minimum guarantee or non-returnable advance to the Employer in exchange for theatrical distribution rights as well as distribution rights of the theatrical motion picture in free television (a "Qualifying Transaction"), the following paragraphs shall apply instead of subsections (b) and (c) below:

The percentage payment to the Motion Picture Plans shall be four and one-half percent (4.5%) of "Producer's gross" which, as used herein, means the total license fees (including overage payments) received by the Employer in connection with the Qualifying Transaction. Such amount shall be in lieu of any percentage payment otherwise due to the Motion Picture Plans under the Post '60s and Supplemental Markets and New Media provisions set forth in subsections (b) and (c) below.

Of the total contribution due to the Motion Picture Plans under the preceding paragraph, thirty percent (30%) shall be allocated in accordance with the provisions of subsection (c) below and the Post '60s provisions of the other Motion Picture Plans and seventy percent (70%) shall be allocated in accordance with the provisions of subsection (b) below and the Supplemental Markets and New Media provisions of the other Motion Picture Plans.

²⁵(b) Supplemental Markets and New Media.

- (1) Subject to Section 1(b) (2) below, of the Supplemental Markets and New Media receipts received by the Motion Picture Plans from August 1, 2009 through July 31, 2021, each Plan Year the Pension Plan shall be paid an amount determined by the Pension Plan's actuaries to be necessary to pay the recommended contribution amount not otherwise funded by contributions described in this Exhibit A.

²⁴ Section AMENDED – Amendment XXVIII, February 23, 2000, retroactively effective January 1, 2000.
Section AMENDED – Amendment XXXXV, May 23, 2003, effective August 3, 2003.
Section AMENDED – Amendment LII, June 23, 2004, retroactively effective April 1, 2004, Article III, Section 1.

Section AMENDED – Amendment LXXXIII, July 1, 2010, retroactively effective August 1, 2009, Article III, Section 1 was amended in its entirety.

Section AMENDED in its entirety – Amendment LXXXIX, October 31, 2013, retroactively effective August 1, 2012.

Section 1(a) REPLACED – Amendment CI, December 22, 2016, retroactively effective August 1, 2015.

²⁵ Subsection (b) AMENDED in its entirety – Amendment CI, effective December 22, 2016, effective January 1, 2017.

Subsection 1(b)(1) AMENDED in its entirety – Amendment CIV, on June 27, 2019, retroactively effective August 1, 2018.

Specifically, the amount to be so paid to the Pension Plan with respect to Supplemental Markets and New Media shall equal the difference between

(i) the actuarially required contributions for the Pension Plan Year, taking into account the benefit increases set forth in Article IV, Section 2(n) of the Pension Plan, effective January 1, 2000, the benefit increases set forth in Article IV, Section 2(o) of the Pension Plan and the addition of five (5) year vesting in Article II, Section 3 of the Pension Plan, effective January 1, 2006, the benefit increases set forth in Article IV, Section 2(p) of the Pension Plan, effective January 1, 2009, the benefit increases set forth in Article IV, Section 2(q) of the Pension Plan, and effective January 1, 2017, the benefit increases set forth in Article IV, Section 2(t)(2), (3) and (4) of the Pension Plan, and

(ii) the expected contributions for the Pension Plan Year ending in such Plan Year under this Exhibit A (including contributions described in Article III, Section 1(c) of this Exhibit A), provided that contributions under Article II, Section 1(b)(1)(ii) of this Exhibit A shall be excluded to the extent such contributions are paid at a higher rate than set forth in Section 1(b)(1)(i) of this Exhibit A, as each is set forth in the actuarial report for the Pension Plan Year. Such report shall use the entry age normal funding method and shall calculate the amortization of past service liabilities (1) with respect to Article IV, Section 2(n) and Article II, Section 3, over twenty years assuming that eighteen (18) years are remaining as of December, 1995, (2) with respect to Article IV, Section 2(o), over seventeen (17) years beginning January 1, 2000, provided, however, that any unamortized amounts remaining as of December 31, 2003 shall be amortized over twenty (20) years beginning January 1, 2004, (3) with respect to Article IV, Section 2(p) over seventeen (17) years beginning January 1, 2003 and (4) with respect to Article IV, Section 2(q) over fifteen (15) years beginning January 1, 2006. In addition, the difference between the required contributions and the expected employer contributions shall be increased by interest for six (6) months, based on the rate of interest used in the Pension Plan's actuarial report. Notwithstanding the foregoing, the fixed amortization schedule for all unfunded liabilities shall be increased from fifteen (15) years to sixteen (16) years effective January 1, 2013.

Notwithstanding the foregoing, the payment of the Supplemental Markets and New Media receipts to the Pension Plan shall not be made to the extent that there would be inadequate funds in the Motion Picture Industry Health Plan (Active Employees Fund) to maintain benefits and a six-month reserve under the Active Employees Fund.

(2) Subject to the Collective Bargaining Agreements, effective August 1, 2009, the foregoing rules shall be implemented as follows.

(i) First, the Pension Plan administrator for the Motion Picture Plans shall first determine whether there are six months reserves for the Active Employees' Fund as of the end of the second month preceding the applicable calendar quarter. If there are not, the first Supplemental Markets and New Media receipts received

during the calendar quarter shall be made to the Active Employees Fund to the extent of the shortfall in the Active Employees Fund.

(ii) Second, all Supplemental Markets and New Media contributions made to the Motion Picture Plans during each of the first two calendar quarters of the year shall be paid to the Pension Plan until the amount paid for the quarter equals 25% of the amount of Supplemental Markets and New Media receipts required to be paid to the Pension Plan under Section 1(b)(1) above for the prior Plan Year. The balance of Supplemental Markets and New Media receipts during the first two quarters shall be paid to the Active Employees Fund.

Supplemental Markets and New Media contributions made to the Motion Picture Plans after June 30 shall be paid as follows. If the written report (the "Report"), which need not be the final actuarial report for the year, from the Pension Plan's actuaries showing the amount required to be paid to the Pension Plan under Section 1(b)(1) for the current Plan Year, has not been received by June 30, during the period from July 1 until receipt of the Report, the Supplemental Markets and New Media receipts shall be paid to the other Motion Picture Plans in accordance with the rules set forth in those plans. All Supplemental Markets and New Media contributions made to the Motion Picture Plans during the portion of each of the last two calendar quarters of the year after receipt of the Report shall be paid to the Pension Plan until the amount paid for the quarter equals 50% of the remaining amount of Supplemental Markets and New Media receipts required to be paid to the Pension Plan under Section 1(b)(1) above for the current Plan Year. Thereafter, Supplemental Markets and New Media contributions shall be paid to the Pension Plan to the extent that Post 60s contributions are not sufficient to fund the retiree increases described in Article IV, Section 2(t)(1) after Post 60s contributions have been used to cover the unamortized portion of such retiree increases from prior years and to maintain benefits and an eight-month reserve in the Motion Picture Industry Health Plan (Retired Employees Fund). Any balance of Supplemental Markets and New Media receipts that remains after making the payments described above shall be paid to the other Motion Picture Plans in accordance with their rules.

If the amount of Supplemental Markets and New Media contributions made to the Pension Plan for any quarter is less than the amount required pursuant to this paragraph, the balance due shall be collected from the first Supplemental Markets and New Media receipts received the next quarter. Finally, if the amount of Supplemental Markets and New Media contributions made to the Pension Plan during the first six months of the Plan Year exceeds the amount required for the current Plan Year, then the amount of Supplemental Markets and New Media contributions to be paid to the Pension Plan in future years will be reduced by the excess. The amount of the reduction will be increased by interest for twelve (12) months, based on the rate of interest used in the Pension Plan's actuarial report.

²⁶(c) Post '60s Markets

(1) Subject to Section 1(c)(2) below, of the Post '60s receipts received by the Motion Picture Plans after 1999 and prior to August 1, 2024, each Plan Year the Pension Plan shall be paid an amount equal to the actuarially required contributions for the Pension Plan Year to fund the retiree increases in Article IV, Sections 2(o)(4), 2(p)(1), 2(q)(1), 2(r)(1), 2(s), 2(t)(1), 2(u) and 2(v) of the Pension Plan, as set forth in the actuarial report for the Pension Plan Year. Such report shall use the entry age normal funding method and shall calculate the amortization of such liabilities (1) with respect to Article IV, Section 2(o)(4), over seventeen (17) years beginning January 1, 2000, provided, however, that any unamortized amounts remaining as of December 31, 2016 shall be amortized over fifteen (15) years beginning January 1, 2017, (2) with respect to Article IV, Section 2(p)(1), over seventeen years beginning January 1, 2003, provided, however, that any unamortized amounts remaining as of December 31, 2016 shall be amortized over fifteen (15) years beginning January 1, 2017, (3) with respect to Article IV, Section 2(q)(1), over twenty (20) years beginning January 1, 2006, provided, however, that any unamortized amounts remaining as of December 31, 2016 shall be amortized over fifteen (15) years beginning January 1, 2017, (4) with respect to Article IV, Section 2(r)(1) over fifteen (15) years beginning January 1, 2009, provided, however, that any unamortized amounts remaining as of December 31, 2016 shall be amortized over fifteen (15) years beginning January 1, 2017, (5) with respect to Article IV, Section 2(t)(1) over fifteen (15) years beginning January 1, 2017, (6) with respect to Article IV, Section 2(u) over fifteen (15) years beginning January 1, 2017 and (7) with respect to Article IV, Section 2(v) over fifteen (15) years beginning January 1, 2017.

(2) Subject to the Collective Bargaining Agreements, the foregoing rules shall be implemented as follows. Second, the first Post '60s receipts received by the Motion Picture Plans prior to the Cutoff Date (as defined below) shall be made to the Pension Plan, but shall be limited to 95% of the amount of Post '60s receipts required to be paid to the Pension Plan under Section 1(c)(1) above for the prior Plan Year. The balance of Post '60s receipts prior to the Cutoff Date shall be paid to the Health Plan. The "Cutoff Date" shall be the earlier of June 30 or receipt of a written report (the "Report"), which need not be the final actuarial report for the year, from the Pension Plan's actuaries showing the amount required to be paid to the Pension Plan under Section 1(c)(1) for the current Plan Year. Effective January 1, 2022, 25% of the amount of Post '60s receipts required to be paid to the Plan under Exhibit A, Article III, Section 1(c)(1) for the prior Plan Year shall be allocated in each calendar quarter.

The first Post '60s receipts received by the Motion Picture Plans after receipt of the Report (including the following years, if necessary) shall, subject to the foregoing, be paid to the Pension Plan to the extent necessary to fund the full required amount for the

²⁶ Subsection (c) REPLACED – Amendment CI, December 22, 2016, retroactively effective August 1, 2015. Subsection 1(c)(1) is AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018, first paragraph is amended in its entirety. Subsection 1(c)(2) is AMENDED – Amendment CIV, June 27, 2019, retroactively effective August 1, 2018, fourth paragraph is amended in its entirety. Subsection (c)(1) and (2) is AMENDED – Amendment CXIII, October 13, 2022, retroactively effective August 1, 2021.

current Plan Year; thereafter, the balance of Post '60s receipts shall be paid to the other Motion Picture Plans in accordance with their rules. However, if the Report is not received until after June 30, during the period from July 1 until receipt of the Report, the Post '60s receipts shall be paid to the other Motion Picture Plans in accordance with the rules set forth in those plans.

Finally, if the amount of Post '60s contributions made to the Pension Plan during the first six months of the Plan Year exceeds the amount required for the current Plan Year, then the amount of Post '60s contributions to be paid to the Pension Plan in future years will be reduced by the excess. The amount of the reduction will be increased by interest for 12 months, based on the rate of interest used in the Pension Plan's actuarial report.

Notwithstanding the foregoing, Post 60s receipts received by the Motion Picture Plans during the period from August 1, 2018 through July 31, 2024 shall be used: first to cover the unamortized portion of retiree increases described in paragraph (1) above from years prior to 2017; second to maintain benefits and an eight-month reserve under the Motion Picture Industry Health Plan (Retired Employees Fund); third to pay for the retiree increases payable in 2017 described in Article IV, Section 2(t)(1) amortized over fifteen (15) years commencing January 1, 2017; fourth to pay for the retiree increases described in Article IV, Section 2(u) amortized over fifteen years (15) years commencing January 1, 2017 and fifth to pay for the retiree increases described in Article IV, Section 2(v) amortized over fifteen years (15) years commencing January 1, 2017. Any Post 60s receipts remaining after the payments described in this paragraph shall be used as set forth in the other Motion Picture Plans.

(d) Other Rules

(1) If the Supplemental Markets and New Media receipts to the Pension Plan 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, the President of the I.A.T.S.E. and, to the extent provided by the Basic Crafts' Collective Bargaining Agreements, the Chairman of the Basic Crafts ("Directing Parties") shall direct that contributions in subsection (d)(2), (d)(3) or a combination thereof, be made to the Pension Plan to fund the shortfall to the Pension Plan. For this purpose, the reserve level will be measured as of the end of the month immediately preceding receipt of the written notice. The notice shall identify the date as of which such contributions are to start; such date must be at least 30 days after receipt of the notice. Such contributions shall stop when 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.

(2) With respect to hours completed prior to July 29, 2012, the Directing Parties may direct, by joint written notice to the Pension Plan, that each Employer shall increase contributions described in Article II, Section 1(b) and Section 3(c) by up to \$.305/hour for hours described in Article II of this Exhibit A (and that contributions required by

Article II, Sections 1(b) and 3(c)(1) of Exhibit A of the Individual Account Plan are correspondingly reduced).

(3) The Directing Parties may direct, by joint written notice to the Pension Plan that Post '60s receipts received by the Motion Picture Plans shall be made to the Pension Plan. Such a direction may only be made if the Post '60s receipts are adequate to fund the amounts described in Exhibit A, Article III, Section 1(c) of this Pension Plan, and if each of the Active Employees' Fund and the Retired Employees' Fund of the Motion Picture Industry Health Plan have adequate funds to maintain benefits thereunder and a six-month reserve (or the Post '60s receipts are first used to fund any such shortfall in the Active and Retired Employees Fund, as applicable).

For this purpose, the reserve level shall be measured as of the end of the month immediately preceding receipt of the written notice. If this election is made, and either the Active Employees' Fund or Retired Employees' Fund has less than six (6) months reserve in any subsequent month, Post '60s receipts shall be used to fund the shortfall prior to being paid to the Pension Plan.

(e) Reserves

Reserves under the Motion Picture Industry Health Plan shall be measured by looking at gross assets, net of accounts payable.

²⁷**Section 2. Buyout Fee**

The I.A.T.S.E. Basic Agreement in Paragraph G(5)(f) of the Sideletter re Productions Made for New Media provides for Employer contributions to the Plan with respect to the theatrical exhibition in the United States or Canada of certain "High Budget SVOD Programs" when an admission fee is charged to view the Program (the "Buyout Fee"). The Buyout Fee as provided in the I.A.T.S.E. Basic Agreement shall be due in equal installments over eight (8) consecutive calendar quarters commencing sixty (60) calendar days following the close of the calendar or fiscal quarter in which the initial domestic theatrical release occurred. Payment of the Buyout Fee covers all theatrical exhibitions of the "High Budget SVOD Program" in perpetuity. Payments required under this Article III, Section 2, will not affect the allocation of Supplemental Markets and New Media receipts as set forth in Article III, Section 1(b)(1). More specifically, no reduction shall be made in the amount of Supplemental Markets monies that would otherwise be allocated to the Plan by reason of the amounts payable under this provision. (Section 1 of this Article III applies to the exhibition of a theatrical motion picture on a subscription video-on-demand consumer pay new media platform, rather than this Section 2.)

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²⁷ ADDED – AMENDMENT CIV, June 27, 2019, retroactively effective August 1, 2018, new Section 2. Buyout Fee is added.

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EXHIBIT V

MERGER of LOCAL 161, I.A.T.S.E. PENSION PLAN with and into the MOTION PICTURE INDUSTRY PENSION PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the LOCAL 161, I.A.T.S.E. PENSION PLAN (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 PENSION 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 Pension Plan Merger Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN.
2. “CREDITED HOURS” means, except as set forth below and subject to ARTICLE II.7 of this Exhibit V, the sum of
 - (1) the sum of the days worked in covered employment, as defined in and earned under, the LOCAL PLAN multiplied by twelve, provided that no hours shall be credited for (A) days that entitle the person to vesting, but no pension credit or (B) days that do not remain credited as of the EFFECTIVE DATE. All computations under this clause (1) shall be made on the basis of all available LOCAL PLAN and LOCAL 161 records (such records shall be presumed correct unless determined otherwise); plus
 - (2) all Credited Hours, as defined in and earned under, the MOTION PICTURE PLAN on or after the EFFECTIVE DATE. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Credited Hours earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE shall be counted.

Notwithstanding the preceding sentence, except as set forth in ARTICLE II.2.C, for purposes of determining the amount of the Future Benefit, CREDITED HOURS shall mean only those Credited Hours described in clause (2) above; hours described in clause (1) shall be ignored for this purpose.

3. “EFFECTIVE DATE” means January 1, 2005.

4. “FORFEITURE” or “FORFEITURE RULES” shall mean a permanent forfeiture, pursuant to the MOTION PICTURE PLAN including without limitation Article II, Section 2 thereof, of all prior service and benefits. In the case of a JOINT PARTICIPANT, any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
5. “JOINT PARTICIPANT” means any person who, prior to the MERGER DATE, was both a LOCAL PARTICIPANT and a MOTION PICTURE PARTICIPANT.
6. “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. LOCAL PARTICIPANTS shall include any person who would have become a participant under LOCAL PLAN on January 1, 2005 under the terms of the LOCAL PLAN.

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).

7. “LOCAL PLAN” means, prior to January 1, 2005, all of the terms and conditions of the LOCAL 161, I.A.T.S.E. PENSION PLAN, as in effect from time to time prior to that date. On and after January 1, 2005, the LOCAL PLAN shall no longer exist; however, for purposes of determining benefits payable to a LOCAL PARTICIPANT, LOCAL PLAN shall mean, subject to the provisions of this Exhibit V and solely with respect to LOCAL PARTICIPANTS, the following provisions of said LOCAL 161, I.A.T.S.E. Pension Fund as in effect at the Merger Date: Article I; Article III (excluding Sections 10-12, 14(b)-(d), 14(f)-(h), and 15-18 and 19(b)) and Article IV.
8. “LOCAL TRUST” means the Agreement and Declaration of Trust made as of April 1, 1960, as amended, which TRUST holds the assets of LOCAL PLAN.
9. “LOCAL TRUSTEES” means the trustees of the LOCAL PLAN.
10. “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.

11. “MOTION PICTURE DIRECTORS” means the directors of the MOTION PICTURE INDUSTRY PENSION PLAN.
12. “MOTION PICTURE PLAN” means the MOTION PICTURE INDUSTRY PENSION PLAN, as amended from time to time.
13. “MOTION PICTURE TRUST” means the Motion Picture Industry Pension 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 trusteesd by The Northern Trust Company.
14. “NATIONAL PLAN” means the I.A.T.S.E. National Pension Fund, Plan C and the related trust.
15. “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.
16. “QUALIFIED YEARS” means, subject to ARTICLE II.7 of this Exhibit V, the sum of
 - (1) the greater of
 - (A) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of December 20, 2003. For this purpose, pension credits prior to January 1, 1959 will be disregarded; or
 - (B) beginning in the YEAR of the LOCAL PLAN in which the LOCAL PARTICIPANT first earned a Pension Credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 2005 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Credited Hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Qualified Years, Credited Hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted twelve hours for each day of covered employment, (ii) all computations shall be made on the basis of all available LOCAL PLAN and LOCAL 161 records (such records shall be presumed correct unless determined otherwise), and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
 - (2) all Qualified Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 21, 2004. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years

earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2004 shall be counted. However, a JOINT PARTICIPANT who is credited with a QUALIFIED YEAR for a YEAR under paragraph (2) shall not be credited with any service under paragraph (1) for that YEAR.

17. “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.
18. “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 who is 100% vested prior to the EFFECTIVE DATE shall remain so vested. Every non-vested or partially vested LOCAL PARTICIPANT who has one day of covered employment under the LOCAL PLAN on or after January 1, 1998 and prior to the EFFECTIVE DATE (or one Vested Hour after that date) shall be subject to the 5-year cliff vesting as set forth in the MOTION PICTURE PLAN, but based on Vested Years, as set forth in the following paragraph C; every non-vested or partially vested LOCAL PARTICIPANT who does not have such service after January 1, 1998 shall be subject to 10-year vesting schedule (50% after five years, with an additional 10% for each subsequent year) as set forth in the LOCAL PLAN, but based on VESTED YEARS, as set forth in the following paragraph C. In addition, solely with respect to the Frozen Benefit, every LOCAL PARTICIPANT shall become vested upon reaching normal retirement age under the LOCAL PLAN.
- C. On and after the EFFECTIVE DATE, the Vested Years of each LOCAL PARTICIPANT means, subject to ARTICLE II.7 of this Exhibit V, the sum of
 - (I) the greater of
 - (A) the years of future service credit, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE; or

- (B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a year of vesting credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 2005 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Vested Hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Qualified Years, Credited Hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted twelve hours for each day of covered employment, (ii) all computations shall be made on the basis of all available LOCAL PLAN and LOCAL 161 records (such records shall be presumed correct unless determined otherwise), and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
- (II) all Vested Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 21, 2004. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Vested Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2004 shall be counted. However, a JOINT PARTICIPANT who is credited with a VESTED YEAR for a YEAR under paragraph (II) shall not be credited with any service under paragraph (I) for that YEAR.

2. BENEFIT ACCRUAL

- A. On and after the EFFECTIVE DATE and subject to Article II.7 of this Exhibit V, the accrued benefit of each LOCAL PARTICIPANT shall be the sum of the Frozen Benefit (as set forth in paragraph (B) below) and the Future Benefit (as set forth in paragraph (C) below).
- B. I. The Frozen Benefit of each LOCAL PARTICIPANT will be the dollar amount of such LOCAL PARTICIPANT'S pension benefit accrued under the terms of the LOCAL PLAN as of the MERGER DATE. The amount of such Frozen Benefit 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 dates specified therein unless the MOTION PICTURE PLAN determines otherwise. No additional pension credits may be earned after the MERGER DATE.

The LOCAL PLAN has been amended from time to time to provide for benefit increases for participants who retire after an effective date after earning at least two quarters of future service credit after the January 1 immediately preceding the effective date. For this purpose, service after the MERGER DATE will be ignored. Accordingly, the benefit rate applicable to the LOCAL PARTICIPANT with respect to his or her Frozen Benefit shall be determined as of the MERGER DATE.

- II. Except as set forth in an amendment to the MOTION PICTURE PLAN, said Frozen Benefit shall not be increased on or after the EFFECTIVE DATE, provided however, that Frozen Benefits that went into pay status before August 1, 2003 shall be entitled to the additional retiree increases for 2005 set forth in Article IV, Section 2(p) of the MOTION PICTURE PLAN, subject to the limitations set forth in said Section 2(p). Even if such an amendment is adopted and notwithstanding any other provision of this Exhibit V or the AGREEMENT, a LOCAL PARTICIPANT whose applicable benefit rate was less than \$80 per month, as set forth in Article III, Section 3 of the LOCAL PLAN as of the MERGER DATE (in other words, such person did not have at least two quarters of future service credit after January 1, 2000 and before January 1 2005), shall not be entitled to any active participant benefit increases adopted on or after the EFFECTIVE DATE with respect to Frozen Benefit.

In addition, a LOCAL PARTICIPANT who has a break in service (within the meaning of the MOTION PICTURE PLAN) on or after the EFFECTIVE DATE shall not be entitled to any active participant benefit increases adopted after the EFFECTIVE DATE with respect to any portion of the Frozen Benefit (or any portion of the Future Benefit earned prior to the break in service). If the LOCAL PARTICIPANT had less than seventeen days of covered employment in the YEAR ending in 2004, that YEAR can be taken into account for purposes of determining if the individual had a break in service on or after the EFFECTIVE DATE.

- C. In addition to the Frozen Benefit described in Paragraph 2.B, each LOCAL PARTICIPANT may accrue additional pension benefits under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in the MOTION PICTURE PLAN from time to time ("Future Benefit"). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, the Future Benefit shall include any benefit earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE.

The current benefit formula under the MOTION PICTURE PLAN is generally based on the number of CREDITED HOURS earned in a YEAR with 400 or more CREDITED HOURS (provided that this 400 CREDITED HOURS requirement no longer applies after the participant earns 20 QUALIFIED YEARS) and the applicable rate for that QUALIFIED YEAR (the rate depends on whether the participant has earned 10 QUALIFIED YEARS). For purposes of determining the amount of the Future Benefit,

- (I) CREDITED HOURS described in clause (1) of the definition of CREDITED HOURS will be ignored; and
- (II) for purposes of determining the applicable rate for a year, the total number of QUALIFIED YEARS (as defined in ARTICLE I.16) will be taken into account. The rule in this paragraph (II) shall not apply for

purposes of determining the portion of the Future Benefit earned by a Joint Participant prior to the Merger Date.

3. RETIREMENT RULES

- A. Each 100% vested LOCAL PARTICIPANT (with four quarters of future service credit under the LOCAL PLAN or at least one hour of service on or after January 1, 1998) will be entitled to receive the Frozen Benefit (but, except as provided in ARTICLE III.3.E., not the Future Benefit) as follows: (1) if he attains age 60, as a “regular pension” at the time and in the amount set forth in the LOCAL PLAN, and (2) if he attains age 57, as an early retirement pension or vested pension at the time, in the amount and based on the reductions set forth in the LOCAL PLAN.

Each partially vested LOCAL PARTICIPANT who has at least five pension credits under the LOCAL PLAN, has no hours of service on or after January 1, 1998, and is not otherwise entitled to a pension under the LOCAL PLAN will be entitled to receive the Frozen Benefit (but not the Future Benefit) as a “partially vested pension” at the times and in the amounts set forth in the LOCAL PLAN if he attains age 57.

A Participant is not required to commence his or her Frozen Benefit at the same time as the Future Benefit.

- B. Each LOCAL PARTICIPANT who qualifies for a reduced early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding nonapplicable exhibits) will be entitled to receive the Future Benefit (but not the Frozen Benefit) as an early retirement benefit at the times and in the amounts set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits).
- C. Each LOCAL PARTICIPANT who qualifies for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN shall be entitled to a benefit payable at the time set forth in the MOTION PICTURE PLAN that is equal to the sum of the Frozen Benefit and the Future Benefit, unreduced for payment prior to age 65.
- D. The eligibility for an early retirement benefit under paragraphs (B) and (C) shall be based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit V. 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 with respect to the Future Benefit or an unreduced pension with respect to the Frozen Benefit and Future Benefit. In addition, CREDITED HOURS and QUALIFIED YEARS previously forfeited under the LOCAL PLAN shall be taken into account for the sole purpose of determining eligibility for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN if (and only if) said forfeited hours and years are listed in Appendix B to the AGREEMENT.
- E. This paragraph applies only to a vested LOCAL PARTICIPANT who had attained age 55 on the EFFECTIVE DATE and had fifteen Pension Credits under

the LOCAL PLAN as of the EFFECTIVE DATE. If such vested LOCAL PARTICIPANT attains age 60, such LOCAL PARTICIPANT will be entitled to receive the Frozen Benefit and his Future Benefit as a “regular pension” at the times and based on the reduction set forth in the LOCAL PLAN.

4. DISABILITY

- A. Pre-EFFECTIVE DATE. If the earliest possible effective date of a disability pension under Article IV, Section 5(e) of the MOTION PICTURE PLAN rules is prior to the EFFECTIVE DATE, no disability pension shall be available to the PARTICIPANT.
- B. Post-EFFECTIVE DATE. If the earliest possible effective date of a disability pension under Article IV, Section 5(e) of the MOTION PICTURE PLAN rules is on or after the EFFECTIVE DATE, a LOCAL PARTICIPANT may only 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 Frozen Benefit and Future Benefit). For this purpose, the eligibility for disability pension shall be determined based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit V. The amount of the disability benefits shall equal the sum of the Frozen Benefit and Future Benefit, unreduced for payment prior to age 65.
- C. In the case of a JOINT PARTICIPANT who becomes permanently disabled prior to the EFFECTIVE DATE, no disability pension shall be paid with respect to the Frozen Benefit, and the MOTION PICTURE PLAN disability provisions apply to the Future Benefit.

5. FORMS OF BENEFITS

- A. Frozen Benefit. The Frozen Benefit shall only be paid in those benefit forms available under the LOCAL PLAN based on the actuarial reductions set forth in the LOCAL PLAN. Notwithstanding the foregoing, (1) the one-year marriage requirement with respect to the Husband and Wife Pension shall not apply after the EFFECTIVE DATE, and (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE.
- B. Future Benefit. The Future Benefit shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the actuarial reductions set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).
- C. The rules in the MOTION PICTURE PLAN regarding de minimis lump sums shall apply if (and only if) the combined Frozen Benefit and Future Benefit are 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. If a surviving spouse benefit is not 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, the LOCAL PARTICIPANT'S beneficiary shall be entitled to a lump sum pre-retirement death benefit, as long as the LOCAL PARTICIPANT had at least $\frac{1}{4}$ year of future service credit as of the MERGER DATE. The amount shall be equal to \$250 multiplied by the LOCAL PARTICIPANT'S years of future service credit under the LOCAL PLAN as of the MERGER DATE, but not less than \$1,000 nor more than \$5,000. For this purpose, the beneficiary shall be determined under the rules of the MOTION PICTURE PLAN; if no such beneficiary has been designated, the beneficiary shall be the beneficiary designation under the Motion Picture Industry Individual Account Plan.
- C. 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 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 Frozen Benefit and Future Benefit. In the event the benefit described in Article II.6.B is larger, such benefit shall be paid in lieu of the surviving spouse benefit.
- D. If a non-vested LOCAL PARTICIPANT dies on or after the EFFECTIVE DATE, no death benefit is payable.

7. BREAK IN SERVICE RULES

- A. Notwithstanding any other provision of this AGREEMENT (other than the last sentence of paragraph 3(D) above), a LOCAL PARTICIPANT shall not be credited with any Frozen Benefit, QUALIFIED YEARS, VESTED YEARS or CREDITED HOURS with respect to any service earned under the LOCAL PLAN that is ignored, as of the EFFECTIVE DATE, under the break in service and forfeiture rules of the LOCAL PLAN. Any service or benefit forfeited under such rules prior to such date shall not be treated as "remaining credited" as of such date.
- B. In addition, a non-vested LOCAL PARTICIPANT who has FORFEITURE on or after the EFFECTIVE DATE shall forfeit his Frozen Benefit, as well as all QUALIFIED YEARS, VESTED YEARS, CREDITED HOURS and Future Benefit earned prior to such break. YEARS before the EFFECTIVE DATE can be taken into account for purposes of determining if FORFEITURE occurs after the EFFECTIVE DATE.
- C. For purposes of determining whether a JOINT PARTICIPANT had a break in service or FORFEITURE with respect to service earned under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE, all service earned under the LOCAL PLAN shall be ignored. Similarly, for purposes of determining whether a JOINT PARTICIPANT left covered employment, had a break in service or

incurred forfeiture with respect to service earned under the LOCAL PLAN prior to the EFFECTIVE DATE, all service under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE shall be ignored. These rules apply for all purposes, including without limitation whether prior service and benefits are forfeited and whether a JOINT PARTICIPANT is or is not entitled to an active participant benefit increase.

8. OTHER RULES

- A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not earn any “pension credits” or “future service credits,” in each case as defined in the LOCAL PLAN, after the EFFECTIVE DATE for any purpose whatsoever.
 - B. The rules in Article IV, Section 19 of the LOCAL PLAN regarding late retirement increases shall continue to apply after the MERGER DATE with respect to Frozen Benefits, but not Future Benefits.
 - C. 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) Benefit suspension rules.
 - (ii) Rules requiring notice of retirement two months in advance.
 - (iii) Rules regarding not working for two months after retirement.
9. Except as provided herein, (A) 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 and (B) any requirement in the LOCAL PLAN to qualify for any benefit, right or feature under the LOCAL PLAN (that remains in effect after the MERGER DATE) shall remain in effect. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not JOINT PARTICIPANTS shall not be affected by the rules in this Exhibit V or the AGREEMENT.
10. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any pensioner or beneficiary prior to the MERGER DATE may not be used to qualify such pensioners or beneficiaries for another pension under the MOTION PICTURE PLAN.
11. 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. PENSION FUND with and into the MOTION PICTURE INDUSTRY PENSION PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the LOCAL 52, I.A.T.S.E. PENSION FUND is merged with and into the MOTION PICTURE INDUSTRY PENSION 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 Pension Plan Merger Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN.
2. “CREDITED HOURS” means, except as set forth below and subject to ARTICLE II.7 of this Exhibit W, the sum of
 - (1) the sum of the days worked in covered employment, as defined in and earned under, the LOCAL PLAN multiplied by twelve, provided that no hours shall be credited for (A) days that entitle the person to vesting, but no pension credit or (B) days that do not remain credited as of the EFFECTIVE DATE. All computations under this clause (1) shall be made on the basis of all available LOCAL PLAN and Local 52, records (such records shall be presumed correct unless determined otherwise); plus
 - (2) all Credited Hours, as defined in and earned under, the MOTION PICTURE PLAN on or after the EFFECTIVE DATE. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Credited Hours earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE shall be counted.

Notwithstanding the preceding sentence, except as set forth in ARTICLE II.2.C, for purposes of determining the amount of the Future Benefit, CREDITED HOURS shall mean only those Credited Hours described in clause (2) above; hours described in clause (1) shall be ignored for this purpose.

3. “EFFECTIVE DATE” means January 1, 2004.

4. “FORFEITURE” or “FORFEITURE RULES” shall mean a permanent forfeiture, pursuant to the MOTION PICTURE PLAN including without limitation Article II, Section 2 thereof, of all prior service and benefits. In the case of a JOINT PARTICIPANT, any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
5. “JOINT PARTICIPANT” means any person who, prior to the MERGER DATE, was both a LOCAL PARTICIPANT and a MOTION PICTURE PARTICIPANT.
6. “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, including a JOINT PARTICIPANT.
7. “LOCAL PLAN” means (i) prior to January 1, 2004, all of the terms and conditions of the LOCAL 52, I.A.T.S.E. PENSION FUND, as in effect from time to time prior to that date, and (ii) on and after January 1, 2004, subject to the provisions of this Exhibit W, the following provisions of said Local 52, I.A.T.S.E. Pension Fund as in effect at the Merger Date: Article 1; Article 3 (excluding Sections 3.08 - 3.12, Section 3.13(b) and the repair rules of Section 3.16); Article 4; and Article 5 (excluding Sections 5.03, 5.04, 5.05, 5.06(a) and (c), 5.07 and 5.09(a) and (c)).
8. “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.
9. “LOCAL TRUSTEES” means the trustees of the LOCAL PLAN.
10. “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.
11. “MOTION PICTURE DIRECTORS” means the directors of the MOTION PICTURE INDUSTRY PENSION PLAN.
12. “MOTION PICTURE PLAN” means the MOTION PICTURE INDUSTRY PENSION PLAN, as amended from time to time.
13. “MOTION PICTURE TRUST” means the Motion Picture Industry Pension 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 trusteesd by The Northern Trust Company.
14. “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.

15. “QUALIFIED YEARS” means, subject to ARTICLE II.7 of this Exhibit W, the sum of
- (1) the greater of
 - (A) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of December 20, 2003. For this purpose, pension credits prior to February 1, 1957 will be disregarded; or
 - (B) beginning in the YEAR of the LOCAL PLAN in which the LOCAL PARTICIPANT first earned a Pension Credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 2004 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Credited Hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Qualified Years, Credited Hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted twelve hours for each day of covered employment, (ii) all computations shall be made on the basis of all available LOCAL PLAN and Local 52 records (such records shall be presumed correct unless determined otherwise), and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
 - (2) all Qualified Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 21, 2003. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2003 shall be counted. However, a JOINT PARTICIPANT who is credited with a QUALIFIED YEAR for a YEAR under paragraph (2) shall not be credited with any service under paragraph (1) for that YEAR.
16. “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. All employees, as defined in the LOCAL PLAN, who are not already participants in the MOTION PICTURE PLAN shall be eligible to become participants in accordance with the rules of the MOTION PICTURE PLAN (for this purpose, days of covered employment under the LOCAL PLAN from December 22, 2002 until December 20, 2003 will be taken into account at the rate of twelve hours per day); the participation rules set forth in the LOCAL PLAN shall no longer apply.
- B. Every LOCAL PARTICIPANT who is vested prior to the EFFECTIVE DATE shall remain vested. Every non-vested LOCAL PARTICIPANT who has one day of covered employment under the LOCAL PLAN after 1996 and prior to the EFFECTIVE DATE (or one Vested Hour after that date) shall be subject to the 5-year cliff vesting as set forth in the MOTION PICTURE PLAN, but based on Vested Years, as set forth in the following paragraph C; every non-vested LOCAL PARTICIPANT who does not have such service after 1996 shall be subject to 10-year cliff vesting as set forth in the MOTION PICTURE PLAN, but based on Vested Years, as set forth in the following paragraph C. In addition, solely with respect to the Frozen Benefit, every LOCAL PARTICIPANT shall become vested upon reaching normal retirement age under the MOTION PICTURE PLAN.
- C. On and after the EFFECTIVE DATE, the Vested Years of each LOCAL PARTICIPANT means, subject to ARTICLE II.7 of this Exhibit W, the sum of
 - (I) the greater of
 - (A) the years of vesting credit, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE; or
 - (B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a year of vesting credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 2004 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Vested Hours) under the LOCAL PLAN had all of the rules of the MOTION

PICTURE PLAN (including those regarding Qualified Years, Credited Hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted twelve hours for each day of covered employment, (ii) all computations shall be made on the basis of all available LOCAL PLAN and Local 52, records (such records shall be presumed correct unless determined otherwise), and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus

- (II) all Vested Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 21, 2003. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Vested Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2003 shall be counted. However, a JOINT PARTICIPANT who is credited with a VESTED YEAR for a YEAR under paragraph (II) shall not be credited with any service under paragraph (I) for that YEAR.

2. BENEFIT ACCRUAL

- A. On and after the EFFECTIVE DATE and subject to Article II.7 of this Exhibit W, the accrued benefit of each LOCAL PARTICIPANT shall be the sum of the Frozen Benefit (as set forth in paragraph (B) below) and the Future Benefit (as set forth in paragraph (C) below).
- B.
 - I. The Frozen Benefit of each LOCAL PARTICIPANT will be the dollar amount of such LOCAL PARTICIPANT's pension benefit accrued under the terms of the LOCAL PLAN as of the MERGER DATE. The amount of such Frozen Benefit 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 dates specified therein unless the MOTION PICTURE PLAN determines otherwise. No additional pension credits may be earned after the MERGER DATE.
 - II. Except as set forth in an amendment to the MOTION PICTURE PLAN, said Frozen Benefit shall not be increased on or after the EFFECTIVE DATE, provided however, that Frozen Benefits that went into pay status before August 1, 2003 shall be entitled to the additional retiree increases for 2004 and 2005 set forth in Article IV, Section 2(p) of the MOTION PICTURE PLAN, subject to the limitations set forth in said Section 2(p). Even if such an amendment

is adopted and notwithstanding any other provision of this Exhibit W or the AGREEMENT, a LOCAL PARTICIPANT whose benefits were frozen under Section 3.16 (or any other section) of the LOCAL PLAN shall not be entitled to any active participant benefit increases adopted on or after the EFFECTIVE DATE with respect to the portion of the Frozen Benefit that was previously frozen. An individual whose prior benefit has been frozen may not repair such benefit pursuant to Section 3.16 (or any other section) of the LOCAL PLAN on or after the EFFECTIVE DATE.

In addition, a LOCAL PARTICIPANT who has a break in service (within the meaning of the MOTION PICTURE PLAN) on or after the EFFECTIVE DATE shall not be entitled to any active participant benefit increases adopted after the EFFECTIVE DATE with respect to any portion of the Frozen Benefit (or any portion of the Future Benefit earned prior to the break in service). If the LOCAL PARTICIPANT had less than seventeen days of covered employment in the YEAR ending in 2003, that YEAR can be taken into account for purposes of determining if the individual had a break in service on or after the EFFECTIVE DATE.

- C. In addition to the Frozen Benefit described in Paragraph 2.B, each LOCAL PARTICIPANT may accrue additional pension benefits under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in the MOTION PICTURE PLAN from time to time (“Future Benefit”). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, the Future Benefit shall include any benefit earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE.

The current benefit formula under the MOTION PICTURE PLAN is generally based on the number of CREDITED HOURS earned in a YEAR with 400 or more CREDITED HOURS (provided that this 400 CREDITED HOURS requirement no longer applies after the participant earns 20 QUALIFIED YEARS) and the applicable rate for that QUALIFIED YEAR (the rate depends on whether the participant has earned 10 QUALIFIED YEARS). For purposes of determining the amount of the Future Benefit,

- (I) CREDITED HOURS described in clause (1) of the definition of CREDITED HOURS will be ignored; and
- (II) for purposes of determining the applicable rate for a year, the total number of QUALIFIED YEARS (as defined in ARTICLE I.15) will be taken into account. The rule in this paragraph (II) shall not apply for purposes of determining the portion of the Future Benefit earned by a Joint Participant prior to the Merger Date.

3. RETIREMENT RULES

A. Each vested LOCAL PARTICIPANT will be entitled to receive the Frozen Benefit (but, except as set forth in ARTICLE II.3.E, not the Future Benefit) as a “vested pension” at the times and in the amounts set forth in the LOCAL PLAN if he attains age 62. Alternatively, each vested LOCAL PARTICIPANT will be entitled to receive the Frozen Benefit (but not the Future Benefit) as follows: (1) if he attains age 62 and has 15 “special years” (as defined below), as a “regular pension” at the times and in the amounts set forth in the LOCAL PLAN, (2) if he attains age 60 and has 35 “special years” (as defined below), as a “regular pension” at the times and in the amounts set forth in the LOCAL PLAN, and (3) if he attains age 55 and has 15 “special years” (as defined below), as an early retirement pension at the time and based on the reductions set forth in the LOCAL PLAN. For this purpose, special years shall mean the sum of

- (I) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN on or after February 18, 1957 that remain credited to the LOCAL PARTICIPANT as of December 20, 2003; and
- (II) all Qualified Years under the MOTION PICTURE PLAN on or after December 21, 2003. Notwithstanding the foregoing, the number of special years earned on and after such date shall not be less than the number of retirement credits (as defined in ARTICLE II.3.E) earned in YEARS on or after such date. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years (in which the LOCAL PARTICIPANT had 1440 Credited Hours) earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2003 shall be counted as retirement credits, provided that a JOINT PARTICIPANT who is credited with a special year for such a YEAR under this paragraph (II) shall not be credited with any service under paragraph (I) for that YEAR.

Notwithstanding the foregoing, the sole purpose for the calculation of the number of special years shall be for determining eligibility for the regular and early retirement benefits. The amount of the Frozen Benefit paid as a regular or early retirement benefit shall be based on the number of Pension Credits, as set forth in paragraph (I) of this Section (3)(A); special years are irrelevant for determining the amount of the benefit.

A Participant is not required to commence his or her Frozen Benefit at the same time as the Future Benefit.

B. Each LOCAL PARTICIPANT who qualifies for a reduced early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding

nonapplicable exhibits) will be entitled to receive the Future Benefit (but not the Frozen Benefit) as an early retirement benefit at the times and in the amounts set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits).

- C. Each LOCAL PARTICIPANT who qualifies for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN shall be entitled to a benefit payable at the time set forth in the MOTION PICTURE PLAN that is equal to the sum of the Frozen Benefit and the Future Benefit, unreduced for payment prior to age 65.
- D. The eligibility for an early retirement benefit under paragraphs (B) and (C) shall be based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit W. 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 with respect to the Future Benefit or an unreduced pension with respect to the Frozen Benefit and Future Benefit. In addition, CREDITED HOURS and QUALIFIED YEARS previously forfeited under the LOCAL PLAN shall be taken into account for the sole purpose of determining eligibility for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN if (and only if) said forfeited hours and years are listed in Appendix B to the AGREEMENT.
- E. This paragraph applies only to a vested LOCAL PARTICIPANT who had attained age 48 on the EFFECTIVE DATE and had ten Pension Credits under the LOCAL PLAN as of the EFFECTIVE DATE. Each such vested LOCAL PARTICIPANT will be entitled to receive the Frozen Benefit and his Future Benefit as follows: (1) if he attains age 62 and has 15 "retirement credits" (as defined below), as a "regular pension" at the times and in the amounts set forth in the LOCAL PLAN, (2) if he attains age 60 and has 35 "retirement credits" (as defined below), as a "regular pension" at the times and in the amounts set forth in the LOCAL PLAN, and (3) if he attains age 55 and has 15 "retirement credits" (as defined below), as an early retirement pension at the time and based on the reductions set forth in the LOCAL PLAN. For this purpose, retirement credits shall mean the sum of
 - (I) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN on or after February 18, 1957 that remain credited to the LOCAL PARTICIPANT as of December 20, 2003; and
 - (II) the number of credits earned in YEARS on or after such date based on the following schedule:

<u>Credited Hours During Plan Year</u>	<u>Credit for Plan Year</u>
0 - 359	0
360 - 719	1/4
720 - 1079	1/2
1080 – 1439	3/4
1440 and over	1

In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years (in which the LOCAL PARTICIPANT had 1440 Credited Hours) earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 21, 2003 shall be counted as retirement credits, provided that a JOINT PARTICIPANT who is credited with a retirement credit for such a YEAR under this paragraph (II) shall not be credited with any service under paragraph (I) for that YEAR.

Notwithstanding the foregoing, the sole purpose for the calculation of the number of retirement credits shall be for determining eligibility for the regular and early retirement benefits. The amount of the Frozen Benefit paid as a regular or early retirement benefit shall be based on the number of Pension Credits, as set forth in paragraph (I) of this Section (3)(A); retirement credits are irrelevant for determining the amount of the benefit.

4. DISABILITY

- A. Pre-EFFECTIVE DATE. Unless the applicable Social Security award provides that the date of entitlement to a Social Security disability pension is on or after the EFFECTIVE DATE, LOCAL PARTICIPANTS who became permanently disabled and met all of the conditions for a disability pension prior to the EFFECTIVE DATE (even if such determination is made by the MOTION PICTURE PLAN after the EFFECTIVE DATE) shall remain entitled to a disability pension under the LOCAL PLAN rules after the EFFECTIVE DATE (unless they cease to qualify under such rules). If the earliest possible effective date of a disability pension under Article IV, Section 5(e) of the MOTION PICTURE PLAN rules is prior to the EFFECTIVE DATE, no disability pension shall be available under the MOTION PICTURE PLAN rules.
- B. Post-EFFECTIVE DATE. If the earliest possible effective date of a disability pension under Article IV, Section 5(e) of the MOTION PICTURE PLAN rules is on or after the EFFECTIVE DATE, a LOCAL PARTICIPANT may only 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 Frozen Benefit and Future Benefit); the disability provisions in the LOCAL PLAN shall no longer apply. For this purpose, the

eligibility for disability pension shall be determined based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit W. The amount of the disability benefits shall equal the sum of the Frozen Benefit and Future Benefit, unreduced for payment prior to age 65.

- C. In the case of a JOINT PARTICIPANT who becomes permanently disabled prior to the EFFECTIVE DATE, the LOCAL PLAN disability provisions apply to the Frozen Benefit, and the MOTION PICTURE PLAN disability provisions apply to the Future Benefit.

5. FORMS OF BENEFITS

- A. Frozen Benefit. The Frozen Benefit shall only be paid in those benefit forms available under the LOCAL PLAN based on the actuarial reductions set forth in the LOCAL PLAN. Notwithstanding the foregoing, (1) the 75% Joint & Survivor Pension shall not be available, (2) the one-year marriage requirement with respect to the 50% or 100% Joint & Survivor Pensions shall not apply after the EFFECTIVE DATE, and (3) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE.
- B. Future Benefit. The Future Benefit shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the actuarial reductions set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).
- C. The rules in the MOTION PICTURE PLAN regarding de minimis lump sums shall apply if (and only if) the combined Frozen Benefit and Future Benefit are 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 pre-retirement deaths on and after the EFFECTIVE DATE, the pre-retirement death benefits of the LOCAL PLAN shall no longer apply. Furthermore, any rejection of a pre-retirement death benefit under the LOCAL PLAN by a LOCAL PARTICIPANT and/or spouse prior to the EFFECTIVE DATE shall be null and void. Instead, paragraph (B)(I) or (B)(II) shall apply.
 - (I) This paragraph (B)(I) applies to (i) each LOCAL PARTICIPANT who has less than 12 pension credits (as defined in the LOCAL PLAN) under the LOCAL PLAN on December 31, 2003 and (ii) each

LOCAL PARTICIPANT who has at least 12, but less than 15, pension credits (as defined in the LOCAL PLAN) under the LOCAL PLAN on December 31, 2003 and has less than 15 retirement credits (as defined in ARTICLE II.3.E) at the time of death and who is not survived by a spouse to whom he has been legally married for all of the preceding three hundred sixty-five days.

If this paragraph (B)(I) applies, the pre-retirement death benefit rules of the MOTION PICTURE PLAN shall apply to both the Frozen Benefit and Future Benefit. Accordingly, if a Surviving Spouse Benefit is payable under Article IV, Section 9 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 Surviving Spouse Benefit with respect to both the Frozen Benefit and Future Benefit. Otherwise, there is no pre-retirement death benefit for those described in this paragraph (B)(I).

- (II) This paragraph (B)(II) applies to (i) each LOCAL PARTICIPANT who has at least 15 pension credits (as defined in the LOCAL PLAN) under the LOCAL PLAN on December 31, 2003, and (ii) each LOCAL PARTICIPANT who has at least 12, but less than 15, pension credits (as defined in the LOCAL PLAN) under the LOCAL PLAN on December 31, 2003 and either has at least 15 retirement credits (as defined in ARTICLE II.3.E) at the time of death or is survived by a spouse to whom he has been legally married for all of the preceding three hundred sixty-five days.

If this paragraph (B)(II) applies, the pre-retirement death benefit shall be the sum of the amounts in (a) and (b) below:

- (a) Solely with respect to the Frozen Benefit, the following rules shall apply.
- (1) In the case of a LOCAL PARTICIPANT who is not survived by a spouse to whom he has been legally married for all of the preceding three hundred sixty-five days, the LOCAL PARTICIPANT'S beneficiary shall be entitled to a pre-retirement death benefit payable in 120 monthly installments commencing as soon as practicable after the Participant's death. Each monthly installment shall equal the monthly Frozen Benefit computed as if the Participant had retired on the first of the month following his date of death. For this purpose, if the Participant dies before attaining age 55, the early retirement factor shall be calculated as if

he had attained age 55 at such time (accordingly, the actual benefit will be 53.33% of the Frozen Benefit); if the participant dies after attaining age 55, there will be no early retirement adjustment. For this purpose, the beneficiary shall be determined under the rules of the MOTION PICTURE PLAN; if no such beneficiary has been designated, the beneficiary shall be the beneficiary designated under the Motion Picture Industry Individual Account Plan.

- (2) In the case of a LOCAL PARTICIPANT who is survived by a spouse to whom he has been legally married for all of the preceding three hundred sixty-five days, the LOCAL PARTICIPANT'S spouse (as opposed to any other Beneficiary) shall be entitled to such Surviving Spouse Benefit set forth in Article IV, Section 9 of the MOTION PICTURE PLAN with respect to the Frozen Benefit. However, the spouse may not elect to take such benefit in the form of a lump sum. If the Participant had, as of December 31, 2003, both attained age 55 and earned 20 or more pension credits (as defined in the LOCAL PLAN) under the LOCAL PLAN, then such Surviving Spouse Benefit shall be the survivor portion of the Joint and 100% Survivor Annuity, rather than the survivor portion of the Joint and 50% Survivor Annuity.

A surviving spouse entitled to a Surviving Spouse Benefit may waive such benefit and instead elect, by delivery of a written notice bearing the notarized signature of such spouse to the MOTION PICTURE PLAN, a 120 monthly installment benefit of the Frozen Benefit payable in accordance with paragraph (a)(1), except that the surviving spouse shall be the Beneficiary. The surviving spouse shall have 90 days after receiving a written explanation of the pre-retirement benefits to make an election pursuant to this paragraph.

- (b) Solely with respect to the Future Benefit, the rules of the MOTION PICTURE PLAN shall apply. Accordingly, if a Surviving Spouse Benefit is payable under Article IV, Section 9 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 Surviving Spouse Benefit with respect to the Future Benefit. Otherwise, there is

no pre-retirement death benefit with respect to the Future Benefit.

7. BREAK IN SERVICE RULES

- A. Notwithstanding any other provision of this AGREEMENT (other than the last sentence of paragraph 3(D) above), a LOCAL PARTICIPANT shall not be credited with any Frozen Benefit, QUALIFIED YEARS, VESTED YEARS or CREDITED HOURS with respect to any service earned under the LOCAL PLAN that is ignored, as of the EFFECTIVE DATE, under the break in service and forfeiture rules of the LOCAL PLAN. Any service or benefit forfeited under such rules prior to such date shall not be treated as “remaining credited” as of such date.
- B. In addition, a non-vested LOCAL PARTICIPANT who has a FORFEITURE on or after the EFFECTIVE DATE shall forfeit his Frozen Benefit, as well as all QUALIFIED YEARS, VESTED YEARS, CREDITED HOURS and Future Benefit earned prior to such break. YEARS before the EFFECTIVE DATE can be taken into account for purposes of determining if a FORFEITURE occurs after the EFFECTIVE DATE.
- C. For purposes of determining whether a JOINT PARTICIPANT had a break in service or FORFEITURE with respect to service earned under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE, all service earned under the LOCAL PLAN shall be ignored. Similarly, for purposes of determining whether a JOINT PARTICIPANT left covered employment, had a break in service or incurred a forfeiture with respect to service earned under the LOCAL PLAN prior to the EFFECTIVE DATE, all service under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE shall be ignored. These rules apply for all purposes, including without limitation whether prior service and benefits are forfeited and whether a JOINT PARTICIPANT is or is not entitled to an active participant benefit increase.

8. OTHER RULES

- A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not earn any Pension Credits after the EFFECTIVE DATE for any purpose whatsoever.
- 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) Benefit suspension rules.

- (ii) Rules requiring notice of retirement two months in advance.
 - (iii) Rules regarding not working for two months after retirement.
 - (iv) Rules regarding late retirement actuarial increases, provided that the Frozen Benefit of a LOCAL PARTICIPANT who, as of the MERGER DATE, has not retired but has attained age 65 shall not be less than the Participant's Frozen Benefit that would be payable if the LOCAL PARTICIPANT had retired on the MERGER DATE.
- C. The repair rules set forth in Section 3.16 of the LOCAL PLAN shall not apply on and after the EFFECTIVE DATE.
9. Except as provided herein, (A) 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 and (B) any requirement in the LOCAL PLAN to qualify for any benefit, right or feature under the LOCAL PLAN (that remains in effect after the MERGER DATE) shall remain in effect. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not JOINT PARTICIPANTS shall not be affected by the rules in this Exhibit W or the AGREEMENT.
10. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any pensioner or beneficiary prior to the MERGER DATE may not be used to qualify such pensioners or beneficiaries for another pension under the MOTION PICTURE PLAN.
11. 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 X

MERGER of INTERNATIONAL PHOTOGRAPHERS LOCAL 600 PENSION FUND with and into the MOTION PICTURE INDUSTRY PENSION PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the INTERNATIONAL PHOTOGRAPHERS LOCAL 600 PENSION FUND is merged with and into the MOTION PICTURE INDUSTRY PENSION PLAN. Notwithstanding any other provision of either of said plans, this Exhibit, together with the AGREEMENT, describes the terms and conditions applicable to LOCAL PARTICIPANTS after the MERGER DATE.

ARTICLE I

Definitions

As used herein and in 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 Pension Plan Merger and Defined Contribution Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN (excluding ARTICLE XII thereof).
2. “CREDITED HOURS” means, except as set forth below and subject to ARTICLE II.7 of this Exhibit X, the sum of
 - (1) the days of covered employment, as defined in and earned under, the LOCAL PLAN that remain credited as of the EFFECTIVE DATE multiplied by 12. All computations under this clause (1) shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise); plus
 - (2) all Credited Hours, as defined in and earned under, the MOTION PICTURE PLAN on or after the EFFECTIVE DATE. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Credited Hours earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE shall be counted.

Notwithstanding the preceding sentence, for purposes of determining the amount of the Future Benefit, CREDITED HOURS shall mean only those Credited Hours described in clause (2) above; hours described in clause (1) shall be ignored for this purpose.

In addition, in order to prevent duplication of benefits, the following rule shall apply for purposes of calculating the Future Benefit if a LOCAL PARTICIPANT earns more than 1/3 of a Pension Credit under the LOCAL PLAN during the period from September 1, 1998 to December 31, 1998 (the “Period”) and also earns a QUALIFIED YEAR during the YEAR ending in December 1999.

3. “EFFECTIVE DATE” means January 1, 1999.
4. “FORFEITURE” or “FORFEITURE RULES” shall mean a permanent forfeiture, pursuant to the MOTION PICTURE PLAN including without limitation Article II, Section 2 thereof, of all prior service and benefits. In the case of a JOINT PARTICIPANT, any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
5. “JOINT PARTICIPANT” means any person who, prior to the MERGER DATE, was both a LOCAL PARTICIPANT and a MOTION PICTURE PARTICIPANT.
6. “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, including a JOINT PARTICIPANT.
7. “LOCAL PLAN” means (i) prior to January 1, 1999, all of the terms and conditions of the INTERNATIONAL PHOTOGRAPHERS LOCAL 600 PENSION FUND, as in effect from time to time in effect prior to January 1, 1999 and (ii) on and after January 1, 1999, subject to the provisions of this Exhibit X, the following provisions of said International Photographers Local 644 Pension Fund as in effect at the Merger Date: Article I; Article III (excluding Sections 8-13 and Section 16-19); Article IV; and Section 1 (excluding the last sentence of the first paragraph), Sections 2, 3, 4(a), 4(e)(i) and 4(f)(i) and (ii) of Article V.
8. “LOCAL TRUST” means the Agreement and Declaration of Trust originally effective October 1, 1958, establishing the LOCAL PLAN, as amended. Said TRUST holds the assets of LOCAL PLAN.
9. “LOCAL TRUSTEES” means the trustees of the LOCAL PLAN.
10. “MERGER DATE” means the effective date of the merger of the MOTION PICTURE PLAN and the LOCAL PLAN, which shall be December 31, 1998, unless determined otherwise by joint agreement of the MOTION PICTURE DIRECTORS and LOCAL TRUSTEES.
11. “MOTION PICTURE DIRECTORS” means the directors of the MOTION PICTURE INDUSTRY PENSION PLAN.

12. “MOTION PICTURE PLAN” means the MOTION PICTURE INDUSTRY PENSION PLAN, as amended from time to time.
13. “MOTION PICTURE TRUST” means the Motion Picture Industry Pension Trust, the terms of which are set forth in a Trust Agreement dated as of April 1, 1988. Said TRUST holds the assets of MOTION PICTURE PLAN and is trustee by The Northern Trust Company.
14. “PARTIAL CREDIT RULES” shall mean pension credit under the LOCAL PLAN for the period from September 1, 1998 until December 31, 1998 (the “Period”). Subject to Article II.2.B.II., such credit shall be earned as follows:

<u>Days During Period</u>	<u>Credit for Period</u>
0 - 8	0
9 - 16	1/12
17 - 24	1/6
25 - 33	1/4
34 - 49	1/3
50 - 74	1/2
75 - 99	3/4
100 and over	1

15. “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.
16. “QUALIFIED YEARS” means, subject to ARTICLE II.7 of this Exhibit X, the sum of

(1) the greater of

(A) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE. For this purpose, the PARTIAL CREDIT RULES shall apply; or

(B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a Pension Credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 1999 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Credited Hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Qualified Years, Credited Hours

and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted 12 hours for each day of covered employment, (ii) all computations shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise) and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus

(2) all Qualified Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 27, 1998. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 27, 1998 shall be counted. However, a JOINT PARTICIPANT who is credited with a QUALIFIED YEAR for a YEAR under paragraph (2) shall not be credited with any service under paragraph (1)(B) for that YEAR or under paragraph (1)(A) for the 12 consecutive month period ending on August 31 of that YEAR.

Notwithstanding the foregoing, in order to prevent duplication of benefits, the following rule shall apply to a LOCAL PARTICIPANT for whom the amount in paragraph (1)(A) exceeds the amount in paragraph (1)(B): the maximum number of Qualified Years that can be earned by such a Participant from September 1, 1998 until December 25, 1999 shall be 1-1/3.

- ¹17. “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. All employees, as defined in the LOCAL PLAN, who are not already participants in the MOTION PICTURE PLAN shall be eligible to become participants in accordance with the rules of the MOTION PICTURE PLAN; the participation rules set forth in the LOCAL PLAN shall no longer apply.

¹ AMENDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

- B. Every LOCAL PARTICIPANT who is vested prior to the EFFECTIVE DATE shall remain vested. The vesting schedule under the MOTION PICTURE PLAN shall apply to non-vested LOCAL PARTICIPANTS based on Vested Years, as set forth in the following paragraph C.
- C. On and after the EFFECTIVE DATE, the Vested Years of each LOCAL PARTICIPANT means, subject to ARTICLE II.7 of this Exhibit X, the sum of
 - (I) the greater of
 - (A) the years of vesting credit, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of August 31, 1998. Solely for purposes of vesting, the LOCAL PARTICIPANT shall also earn a vesting credit under this paragraph (A) if he has 100 days of covered employment for the period from December 25, 1997 until December 26, 1998; or
 - (B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a year of vesting credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 1999 in which the LOCAL PARTICIPANT would have earned a Vested Year (that is, 400 or more vested hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Vested Years, vested hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) LOCAL PARTICIPANTS shall be granted 12 hours for each day of covered employment, and (ii) all computations shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise) and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
 - (II) all Vested Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 27, 1998. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Vested Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 27, 1998 shall be counted. However, a JOINT PARTICIPANT who is credited with a VESTED YEAR for a YEAR under paragraph (II) shall not be

credited with any service under paragraph (I)(B) for that YEAR or under paragraph (I)(A) for the 12 consecutive month period ending on August 31 of that YEAR.

2. BENEFIT ACCRUAL

- A. On and after the EFFECTIVE DATE and subject to Article II.7 of this Exhibit X, the accrued benefit of each LOCAL PARTICIPANT shall be the sum of the Frozen Benefit (as set forth in paragraph (B) below) and the Future Benefit (as set forth in paragraph (C) below).
- B. I. The Frozen Benefit of each LOCAL PARTICIPANT will be the dollar amount of such LOCAL PARTICIPANT's pension benefit accrued under the terms of the LOCAL PLAN (including the PARTIAL CREDIT RULES) as of the MERGER DATE. The amount of such Frozen Benefit 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 unless the MOTION PICTURE PLAN determines otherwise. No additional pension credits may be earned after the MERGER DATE.
- II. Except as set forth in an amendment to the MOTION PICTURE PLAN, said Frozen Benefit shall not be increased on or after the EFFECTIVE DATE. Even if such an amendment is adopted and notwithstanding any other provision of this Exhibit X or the AGREEMENT, a LOCAL PARTICIPANT whose benefits were frozen under Article IV, Section 9 of the LOCAL PLAN shall not be entitled to any active participant benefit increases adopted on or after the EFFECTIVE DATE with respect to the portion of the Frozen Benefit that was previously frozen. Notwithstanding the preceding sentence, LOCAL PARTICIPANTS shall have until August 31, 1999 to repair a protracted absence from employment that occurred prior to the EFFECTIVE DATE; for this purpose, (1) the repair rules set forth in Article IV, Section 9 of the LOCAL PLAN shall apply, (2) LOCAL PARTICIPANTS shall receive 1 day of credit for each 12 Credited Hours earned during the period from January 1, 1999 until August 31, 1999, and (3) the PARTIAL CREDIT RULES shall not apply.

In addition, a LOCAL PARTICIPANT who has a break in service (within the meaning of the MOTION PICTURE PLAN) on or after the EFFECTIVE DATE shall not be entitled to any active participant benefit increases adopted after the EFFECTIVE DATE with respect to any portion of the Frozen Benefit (or any portion of the Future Benefit earned prior to the break in service). If the

LOCAL PARTICIPANT had less than 200 hours in the YEAR ending in 1998, that YEAR can be taken into account for purposes of determining if the individual had a break in service on or after the EFFECTIVE DATE.

- C. In addition to the Frozen Benefit described in Paragraph 2.B, each LOCAL PARTICIPANT will accrue additional pension benefits under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in the MOTION PICTURE PLAN from time to time (“Future Benefit”). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, the Future Benefit shall include any benefit earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE. The current benefit formula under the MOTION PICTURE PLAN is generally based on the number of CREDITED HOURS earned in a QUALIFIED YEAR; the applicable rate for the year depends on the number of that participant’s QUALIFIED YEARS. For purposes of the amount of the Future Benefit, CREDITED HOURS described in clause (1) of the definition of CREDITED HOURS will be ignored; however, for purposes of determining the applicable rate, the total number of QUALIFIED YEARS will be taken into account.

3. EARLY RETIREMENT RULES

- ²A. Each vested LOCAL PARTICIPANT who attains age 55 and has 12 “special years” (as defined below) and four quarters of future pension credit under the LOCAL PLAN, will be entitled to receive the Frozen Benefit (but not the Future Benefit) as an early retirement pension at the times and in the amounts set forth in the LOCAL PLAN. Each vested LOCAL PARTICIPANT who attains age 60 and has 12 “special years” (as defined below) and four quarters of future pension credit under the LOCAL PLAN, will be entitled to receive the Frozen Benefit (but not the Future Benefit) as a “reduced pension” (or “normal retirement pension,” if he has 45 Pension Credits, as set forth in paragraph (I) below) at the times and in the amounts set forth in the LOCAL PLAN. For this purpose, special years shall mean the sum of

(I) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE. For this purpose, the PARTIAL CREDIT RULES shall apply; and

(II) all Qualified Years under the MOTION PICTURE PLAN on or after December 27, 1998. Notwithstanding the

² AMENDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

foregoing, the number of special years earned after the EFFECTIVE DATE shall not be less than the number of credits earned in Computation Years on or after the EFFECTIVE DATE based on the following schedule:

<u>Credited Hours During Computation Year</u>	<u>Credit for Computation Year</u>
0 - 249	0
250 - 499	1/4
500 - 749	1/2
750 - 999	3/4
1000 and over	1

In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years (in which the LOCAL PARTICIPANT had 1000 Credited Hours) earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 27, 1998 shall be counted, provided that a JOINT PARTICIPANT who is credited with a special year for a YEAR under paragraph (II) shall not be credited with any service under paragraph (I) for the 12 consecutive month period ending on August 31 of that YEAR.

Notwithstanding the foregoing, the maximum number of special years that can be earned from September 1, 1998 until December 25, 1999 shall be 1-1/3.

Notwithstanding the foregoing, the sole purpose for the calculation of the number of special years shall be for determining eligibility for the early retirement benefit and reduced benefit. The amount of the Frozen Benefit paid as an early retirement benefit or reduced benefit shall be based on the number of Pension Credits, as set forth in paragraph (I) of this Section (3)(A); special years are irrelevant for determining the amount of the benefit.

- B. 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 the Future Benefit (but not the Frozen Benefit) as an early retirement benefit at the times and in the amounts set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits).
- C. Each LOCAL PARTICIPANT who qualifies for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN shall be entitled to a benefit payable at the time set forth

in the MOTION PICTURE PLAN that is equal to the sum of the Frozen Benefit and the Future Benefit, unreduced for payment prior to age 65.

- D. The eligibility for an early retirement benefit under paragraphs (B) and (C) shall be based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit X. 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 with respect to the Future Benefit or an unreduced pension with respect to the Frozen Benefit and Future Benefit. In addition, CREDITED HOURS and QUALIFIED YEARS previously forfeited under the LOCAL PLAN shall be taken into account for the sole purpose of determining eligibility for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN if (and only if) said forfeited hours and years are listed in Appendix B to the AGREEMENT.

4. DISABILITY

On and after the EFFECTIVE DATE, the disability provisions in the LOCAL PLAN shall no longer apply (except for those participants who became disabled and met all of the conditions for a disability pension prior to the EFFECTIVE DATE). On and after the EFFECTIVE DATE, a LOCAL PARTICIPANT shall only 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 Frozen Benefit and Future Benefit. For this purpose, the eligibility for disability pension shall be determined based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit X. The amount of the disability benefits shall equal the sum of the Frozen Benefit and Future Benefit, unreduced for payment prior to age 65.

5. FORMS OF BENEFITS

- A. The Frozen Benefit shall only be paid in those benefit forms available under the LOCAL PLAN based on the actuarial reductions set forth in the LOCAL PLAN. Notwithstanding the foregoing, (1) the one year marriage requirement with respect to the Joint and Survivor Pension shall not apply after the EFFECTIVE DATE, (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE, and (3) the rules in the MOTION PICTURE PLAN regarding de minimus lump sums shall apply after the EFFECTIVE DATE.
- B. The Future Benefit shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the actuarial reductions set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).

6. PRE-RETIREMENT DEATH BENEFITS

On and after the EFFECTIVE DATE, the pre-retirement death benefit provisions in the LOCAL PLAN shall no longer apply (except for those participants who died and met all of the conditions for such a death benefit prior to the EFFECTIVE DATE). 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 shall apply to both the Frozen Benefit and Future Benefit.

7. BREAK IN SERVICE RULES

- A. Notwithstanding any other provision of this AGREEMENT (other than the last sentence of paragraph 3(D) above), a LOCAL PARTICIPANT shall not be credited with any Frozen Benefit, QUALIFIED YEARS, VESTED YEARS or CREDITED HOURS with respect to any service earned under the LOCAL PLAN that is ignored, as of the EFFECTIVE DATE, under the break in service and forfeiture rules of the LOCAL PLAN. Any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
- B. In addition, a non-vested LOCAL PARTICIPANT who has a FORFEITURE on or after the EFFECTIVE DATE shall forfeit his Frozen Benefit, as well as all QUALIFIED YEARS, VESTED YEARS, CREDITED HOURS and Future Benefit earned prior to such break. YEARS before the EFFECTIVE DATE can be taken into account for purposes of determining if a FORFEITURE occurs after the EFFECTIVE DATE.
- C. For purposes of determining whether a JOINT PARTICIPANT had a break in service or FORFEITURE with respect to service earned under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE, all service earned under the LOCAL PLAN shall be ignored. Similarly, for purposes of determining whether a JOINT PARTICIPANT left covered employment, had a benefit break or incurred a forfeiture with respect to service earned under the LOCAL PLAN prior to the EFFECTIVE DATE, all service under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE shall be ignored. These rules apply for all purposes, including without limitation whether prior service and benefits are forfeited and whether a JOINT PARTICIPANT is or is not entitled to an active participant benefit increase.

8. OTHER RULES

- A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not earn any Pension Credits after the EFFECTIVE DATE for any purpose whatsoever.
 - B. On and after the EFFECTIVE DATE, with respect to any type of provision or rule not expressly addressed in this Exhibit X, 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) Benefit suspension rules.
 - (ii) Rules requiring notice of retirement two months in advance.
 - (iii) Rules regarding not working for two months after retirement.
 - (iv) Rules regarding late retirement actuarial increases, provided that the Frozen Benefit of a LOCAL PARTICIPANT who, as of the MERGER DATE, has not retired but has attained age 65 shall not be less than the Participant's Frozen Benefit that would be payable if the LOCAL PARTICIPANT had retired on the MERGER DATE.
9. Except as provided herein, (A) 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 and (B) any requirement in the LOCAL PLAN to qualify for any benefit, right or feature under the LOCAL PLAN (that remains in effect after the Merger Date) shall remain in effect. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not JOINT PARTICIPANTS shall not be affected by the rules in this Exhibit X or the AGREEMENT.
10. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any pensioner or beneficiary prior to the MERGER DATE may not be used to qualify such pensioners or beneficiaries for another pension under the MOTION PICTURE PLAN.
11. 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 Y

MERGER of CAMERAMEN'S I.A.T.S.E. LOCAL 666 PENSION FUND with and into the MOTION PICTURE INDUSTRY PENSION PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the CAMERAMEN'S I.A.T.S.E. LOCAL 666 PENSION FUND is merged with and into the MOTION PICTURE INDUSTRY PENSION PLAN. Notwithstanding any other provision of either of said plans, this Exhibit, together with the AGREEMENT, describes the 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 stated below, unless a different meaning is plainly required by the context:

1. "AGREEMENT" means the Pension Plan Merger and Defined Contribution Agreement (excluding ARTICLE XII thereof).
2. "CREDITED HOURS" means, except as set forth below and subject to ARTICLE II.7 of this Exhibit Y, the sum of
 - (1) the hours of work in covered employment, as defined in and earned under, the LOCAL PLAN that remain credited as of the EFFECTIVE DATE. For this purpose, to the extent records of hours were not maintained before 1978, LOCAL PARTICIPANTS shall be granted 45 hours for each week of covered employment credited for vesting purposes (to the extent such weeks were based on 45 hours/week), provided no hours shall be credited for weeks of covered employment that entitled the person to vesting, but not pension, credit. All computations under this clause (1) shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise); plus
 - (2) all Credited Hours, as defined in and earned under, the MOTION PICTURE PLAN on or after the EFFECTIVE DATE. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Credited Hours earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE shall be counted.

Notwithstanding the preceding sentence, for purposes of determining the amount of the Future Benefit, CREDITED HOURS shall mean only those Credited Hours described in clause (2) above; hours of work described in clause (1) shall be ignored for this purpose.

3. “EFFECTIVE DATE” means January 1, 1999.
4. “FORFEITURE” or “FORFEITURE RULES” shall mean a permanent forfeiture, pursuant to the MOTION PICTURE PLAN including without limitation Article II, Section 2 thereof, of all prior service and benefits. In the case of a JOINT PARTICIPANT, any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
5. “JOINT PARTICIPANT” means any person who, prior to the MERGER DATE, was both a LOCAL PARTICIPANT and a MOTION PICTURE PARTICIPANT.
6. “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, including a JOINT PARTICIPANT.
7. “LOCAL PLAN” means (i) prior to January 1, 1999, all of the terms and conditions of the CAMERAMEN’S LOCAL 666 I.A.T.S.E. PENSION FUND, as in effect from time to time prior to January 1, 1999 and (ii) on and after January 1, 1999, subject to the terms of this Exhibit Y, the following provisions of said Cameramen’s Local 666 I.A.T.S.E. Pension Fund, as in effect at the Merger Date: Article I (excluding Sections 1.01, 1.02, 1.03, 1.04, 1.24 and 1.25); Article II; Article III (excluding Sections 3.09 through 3.15 and 3.18); Article IV; Article V (excluding the last sentence of Section 1, Sections 5.02(c)-(d), 5.03 and 5.08); and Sections 6.05, 6.08 (other than subsection (a)) and Section 6.09(a) and (b).
8. “LOCAL TRUST” means the Agreement and Declaration of Trust originally effective June 3, 1968, establishing the LOCAL PLAN. Said TRUST holds the assets of LOCAL PLAN.
9. “LOCAL TRUSTEES” means the trustees of the LOCAL PLAN.
10. “MERGER DATE” means the effective date of the merger of the MOTION PICTURE PLAN and the LOCAL PLAN, which shall be December 31, 1998, unless determined otherwise by joint agreement of the MOTION PICTURE DIRECTORS and LOCAL TRUSTEES.
11. “MOTION PICTURE DIRECTORS” means the directors of the MOTION PICTURE INDUSTRY PENSION PLAN.
12. “MOTION PICTURE PLAN” means the MOTION PICTURE INDUSTRY PENSION PLAN, as amended from time to time.

13. “MOTION PICTURE TRUST” means the Motion Picture Industry Pension Trust, the terms of which are set forth in a Trust Agreement dated as of April 1, 1988. Said TRUST holds the assets of MOTION PICTURE PLAN and is trusteesd by The Northern Trust Company.
14. “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.
15. “QUALIFIED YEARS” means, subject to ARTICLE II.7 of this Exhibit Y, the sum of
 - (1) the greater of
 - (A) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE; or
 - (B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a Pension Credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 1999 in which the LOCAL PARTICIPANT would have earned a Qualified Year (that is, 400 or more Credited Hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Qualified Years, Credited Hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) to the extent records of hours were not maintained before 1978, LOCAL PARTICIPANTS shall be granted 45 hours for each week of covered employment credited for vesting purposes (to the extent such weeks were calculated based on 45 hours/week), provided no hours shall be credited for weeks of covered employment that entitled the person to vesting, but not pension credit, (ii) the rules in the LOCAL PLAN allowing LOCAL PARTICIPANTS to transfer excess service to the preceding or succeeding year shall not apply, (iii) all computations shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise) and (iv) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
 - (2) all Qualified Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 27, 1998. In addition, solely for

JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 27, 1998 shall be counted. However, a JOINT PARTICIPANT who is credited with a QUALIFIED YEAR for a YEAR under paragraph (2) shall not be credited with any service under paragraph (1) for that YEAR.

- ¹16. “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 plan 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. All employees, as defined in the LOCAL PLAN, who are not already participants in the MOTION PICTURE PLAN shall be eligible to become participants in accordance with the rules of the MOTION PICTURE PLAN; the participation rules set forth in the LOCAL PLAN shall no longer apply.
- B. Every LOCAL PARTICIPANT who is vested prior to the EFFECTIVE DATE shall remain vested. Every non-vested LOCAL PARTICIPANT who has one pension credit under the LOCAL PLAN after 1993 shall be subject to the 5-year cliff vesting schedule in effect under the LOCAL PLAN immediately prior to the MERGER DATE, but based on Vested Years, as set forth in the following paragraph C; every non-vested LOCAL PARTICIPANT who does not have one pension credit under the LOCAL PLAN after 1993 shall be subject to the 10-year cliff vesting schedule in effect under the MOTION PICTURE PLAN, but based on Vested Years, as set forth in the following paragraph C. For purposes of the preceding sentence only, the LOCAL PLAN rules regarding pension credits shall apply in 1999.
- C. On and after the EFFECTIVE DATE, the Vested Years of each LOCAL PARTICIPANT means, subject to ARTICLE II.7 of this Exhibit Y, the sum of

¹ AMENDED — Amendment XXXIII, February 28, 2001, retroactively effective December 26, 1999.

(I) the greater of

(A) the years of vesting service, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE; or

(B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a year of vesting service under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of YEARS ending prior to 1999 in which the LOCAL PARTICIPANT would have earned a Vested Year (that is, 400 or more vested hours) under the LOCAL PLAN had all of the rules of the MOTION PICTURE PLAN (including those regarding Vested Years, vested hours and FORFEITURES) been in effect. For purposes of paragraph (B) only, (i) to the extent records of hours were not maintained before 1978, LOCAL PARTICIPANTS shall be granted 45 hours for each week of covered employment credited for vesting purposes (to the extent such weeks were based on 45 hours/week), and (ii) all computations shall be made on the basis of all available LOCAL PLAN and Local 600 records (such records shall be presumed correct unless determined otherwise) and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus

(II) all Vested Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 27, 1998. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Vested Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 27, 1998 shall be counted. However, a JOINT PARTICIPANT who is credited with a VESTED YEAR for a YEAR under paragraph (II) shall not be credited with any service under paragraph (I) for that YEAR.

2. BENEFIT ACCRUAL

A. On and after the EFFECTIVE DATE and subject to Article II.7 of this Exhibit Y, the accrued benefit of each LOCAL PARTICIPANT shall be the sum of the Frozen Benefit (as set forth in paragraph (B) below) and the Future Benefit (as set forth in paragraph (C) below).

- B. I. The Frozen Benefit of each LOCAL PARTICIPANT will be the dollar amount of such LOCAL PARTICIPANT'S pension benefit accrued under the terms of the LOCAL PLAN as of the MERGER DATE. The amount of such Frozen Benefit 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 unless the MOTION PICTURE PLAN determines otherwise. No additional pension credits may be earned after the MERGER DATE.
- II. Except as set forth in an amendment to the MOTION PICTURE PLAN, said Frozen Benefit shall not be increased on or after the EFFECTIVE DATE. Even if such an amendment is adopted and notwithstanding any other provision of this Exhibit Y or the AGREEMENT, a LOCAL PARTICIPANT who (1) has had a benefit break (within the meaning of Section 3.04(b) of the LOCAL PLAN) that has not been repaired in accordance with Section 3.04(b) of the LOCAL PLAN prior to the EFFECTIVE DATE or (2) left covered employment (within the meaning of Section 3.08 of the LOCAL PLAN) prior to the EFFECTIVE DATE, shall not be entitled to any active participant benefit increases adopted on or after the EFFECTIVE DATE with respect to the portion of the Frozen Benefit earned prior to the date the relevant period of accrual ended or the date of leaving covered employment, as applicable. An individual who has had a benefit break under the LOCAL PLAN may not repair such benefit break on or after the EFFECTIVE DATE.

In addition, a LOCAL PARTICIPANT who has a break in service (within the meaning of the MOTION PICTURE PLAN) on or after the EFFECTIVE DATE shall not be entitled to any active participant benefit increases adopted after the EFFECTIVE DATE with respect to any portion of the Frozen Benefit (or any portion of the Future Benefit earned prior to the break in service). If the LOCAL PARTICIPANT had less than 200 hours in the YEAR ending in 1998, that YEAR can be taken into account for purposes of determining if the individual had a break in service on or after the EFFECTIVE DATE.

- C. In addition to the Frozen Benefit described in Paragraph 2.B, each LOCAL PARTICIPANT will accrue additional pension benefits under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE DATE on the basis of the formulas set forth in the MOTION PICTURE PLAN from time to time ("Future Benefit"). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, the Future Benefit shall include any benefit earned and remaining credited under the

MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE. The current benefit formula under the MOTION PICTURE PLAN is generally based on the number of CREDITED HOURS earned in a QUALIFIED YEAR; the applicable rate for the year depends on the number of that participant's QUALIFIED YEARS. For purposes of the amount of the Future Benefit, CREDITED HOURS described in clause (1) of the definition of CREDITED HOURS will be ignored; however, for purposes of determining the applicable rate, the total number of QUALIFIED YEARS will be taken into account.

3. EARLY RETIREMENT RULES

- A. Each vested LOCAL PARTICIPANT who attains age 60 and has earned 5 “pension credits” during the “contribution period” under the LOCAL PLAN will be entitled to receive the Frozen Benefit (but not the Future Benefit) as an early retirement benefit at the times and in the amounts set forth in the LOCAL PLAN.
- B. Each LOCAL PARTICIPANT who qualifies for an early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding non-applicable exhibits) will be entitled to receive the Future Benefit (and, if the Participant has not yet attained age 60 at retirement, the Frozen Benefit) as an early retirement benefit at the times and in the amounts set forth in the MOTION PICTURE PLAN (excluding non-applicable exhibits).
- C. Each LOCAL PARTICIPANT who qualifies for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN shall be entitled to a benefit payable at the time set forth in the MOTION PICTURE PLAN that is equal to the sum of the Frozen Benefit and the Future Benefit, unreduced for payment prior to age 65.
- D. The eligibility for an early retirement benefit under paragraphs (B) and (C) shall be based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit Y. 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 with respect to the Future Benefit or an unreduced pension with respect to the Frozen Benefit and Future Benefit. In addition, CREDITED HOURS and QUALIFIED YEARS previously forfeited under the LOCAL PLAN shall be taken into account for the sole purpose of determining eligibility for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN if (and only if) said forfeited hours and years are listed in Appendix B to the AGREEMENT.

4. DISABILITY

On and after the EFFECTIVE DATE, the disability provisions in the LOCAL PLAN shall no longer apply (except for those participants who became disabled and met all of the conditions for a disability pension prior to the EFFECTIVE DATE). On and after the EFFECTIVE DATE, a LOCAL PARTICIPANT shall only 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 Frozen Benefit and Future Benefit. For this purpose, the eligibility for disability pension shall be determined based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit Y. The amount of the disability benefits shall equal the sum of the Frozen Benefit and Future Benefit, unreduced for payment prior to age 65.

5. FORMS OF BENEFITS

- A. The Frozen Benefit shall only be paid in those benefit forms available under the LOCAL PLAN based on the actuarial reductions set forth in the LOCAL PLAN. Notwithstanding the foregoing, (1) the one year marriage requirement with respect to the 50% Husband-and-Wife Pension shall not apply after the EFFECTIVE DATE, (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE, and (3) the rules in the MOTION PICTURE PLAN regarding de minimus lump sums shall apply after the EFFECTIVE DATE.
- B. The Future Benefit shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than non-applicable exhibits) based on the actuarial reductions set forth in the MOTION PICTURE PLAN (other than non-applicable exhibits).

6. PRE-RETIREMENT DEATH BENEFITS

On and after the EFFECTIVE DATE, the pre-retirement death benefit provisions in the LOCAL PLAN shall no longer apply (except for those participants who died and met all of the conditions for such a death benefit prior to the EFFECTIVE DATE). 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 shall apply to both the Frozen Benefit and Future Benefit.

7. BREAK IN SERVICE RULES

- A. Notwithstanding any other provision of this AGREEMENT (other than the last sentence of paragraph 3(D) above), a LOCAL PARTICIPANT shall not be credited with any Frozen Benefit, QUALIFIED YEARS, VESTED YEARS or CREDITED HOURS with respect to any service earned under

the LOCAL PLAN that is ignored, as of the EFFECTIVE DATE, under the permanent break in service and forfeiture rules of the LOCAL PLAN. Any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.

- B. In addition, a non-vested LOCAL PARTICIPANT who has a FORFEITURE on or after the EFFECTIVE DATE shall forfeit his Frozen Benefit, as well as all QUALIFIED YEARS, VESTED YEARS, CREDITED HOURS and Future Benefit earned prior to such break. YEARS before the EFFECTIVE DATE can be taken into account for purposes of determining if a FORFEITURE occurs after the EFFECTIVE DATE.
- C. For purposes of determining whether a JOINT PARTICIPANT had a break in service or FORFEITURE with respect to service earned under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE, all service earned under the LOCAL PLAN shall be ignored. Similarly, for purposes of determining whether a JOINT PARTICIPANT left covered employment, had a benefit break or incurred a forfeiture with respect to service earned under the LOCAL PLAN prior to the EFFECTIVE DATE, all service under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE shall be ignored. These rules apply for all purposes, including without limitation whether prior service and benefits are forfeited and whether a JOINT PARTICIPANT is or is not entitled to an active participant benefit increase.

8. OTHER RULES

- A. Notwithstanding any other provision of this AGREEMENT, (a) a LOCAL PARTICIPANT shall not earn any Pension Credits after the EFFECTIVE DATE for any purpose whatsoever (other than paragraph 1.B. above) and (b) a LOCAL PARTICIPANT who earned more than 1000 hours in 1998 shall not be eligible to apply such excess hours to 1999 in order to earn an additional Pension Credit (or VESTED YEAR or QUALIFIED YEAR) in 1999 for any purpose, including paragraph 1(b) above.
- B. On and after the EFFECTIVE DATE, with respect to any type of provision or rule not expressly addressed in this Exhibit Y, 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) Benefit suspension rules.
 - (ii) Rules requiring notice of retirement two months in advance.

- (iii) Rules regarding not working for two months after retirement.
 - (iv) Rules regarding late retirement actuarial increases, provided that the Frozen Benefit of a LOCAL PARTICIPANT who, as of the MERGER DATE, has not retired but has attained age 65 shall not be less than the Participant's Frozen Benefit that would be payable if the LOCAL PARTICIPANT had retired on the MERGER DATE.
- 9. Except as provided herein, (A) 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 and (B) any requirement in the LOCAL PLAN to qualify for any benefit, right or feature under the LOCAL PLAN (that remains in effect after the MERGER DATE) shall remain in effect. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not JOINT PARTICIPANTS shall not be affected by the rules in this Exhibit Y or the AGREEMENT.
- 10. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any pensioner or beneficiary prior to the MERGER DATE may not be used to qualify such pensioners or beneficiaries for another pension under the MOTION PICTURE PLAN.
- 11. 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 Z

MERGER of LOCAL 700 EDITORS (NY)-FILM PRODUCERS PENSION FUND with and into the MOTION PICTURE INDUSTRY PENSION PLAN

Subject to the terms of the AGREEMENT, effective as of the MERGER DATE, the LOCAL 700 EDITORS (NY)-FILM PRODUCERS PENSION FUND is merged with and into the MOTION PICTURE INDUSTRY PENSION 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.

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 Pension Plan Merger Agreement between the MOTION PICTURE PLAN and the LOCAL PLAN.
2. “CREDITED HOURS” means, except as set forth below and subject to ARTICLE II.7 of this Exhibit Z, the sum of
 - (1) the sum of the hours as worked in Covered Employment as defined in and earned under, the LOCAL PLAN, but only with respect to hours that remain credited as of the EFFECTIVE DATE. All computations under this clause (1) shall be made on the basis of all available LOCAL PLAN and Local 700 records (such records shall be presumed correct unless determined otherwise); plus
 - (2) all Credited Hours, as defined in and earned under, the MOTION PICTURE PLAN on or after the EFFECTIVE DATE. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Credited Hours earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE shall be counted.

Notwithstanding the preceding sentence, except as set forth in ARTICLE II.2.C, for purposes of determining the amount of the Future Benefit, CREDITED HOURS shall mean only those Credited Hours described in clause (2) above; hours described in clause (1) shall be ignored for this purpose.

3. “EFFECTIVE DATE” means July 1, 2002.

4. “FORFEITURE” or “FORFEITURE RULES” shall mean a permanent forfeiture, pursuant to the MOTION PICTURE PLAN including without limitation Article II, Section 2 thereof, of all prior service and benefits. In the case of a JOINT PARTICIPANT, any service or benefit forfeited under such rules prior to the EFFECTIVE DATE shall not be treated as “remaining credited” as of the EFFECTIVE DATE.
5. “JOINT PARTICIPANT” means any person who, prior to the MERGER DATE, was both a LOCAL PARTICIPANT and a MOTION PICTURE PARTICIPANT.
6. “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, including a JOINT PARTICIPANT.
7. “LOCAL PLAN” means (i) prior to July 1, 2002, all of the terms and conditions of the LOCAL 700 EDITORS (NY)-FILM PRODUCERS PENSION FUND, as in effect from time to time prior to that date, and (ii) on and after July 1, 2002, subject to the provisions of this Exhibit Z, the following provisions of said Local 700 Editors (NY)-Producers Pension Fund as in effect at the Merger Date: Article I; Article III (excluding Sections 7-9 and Sections 14-15); Article IV; Section 2 (excluding subsections (d), (e), (f)(2) and (g)(1)(A) and (g)(2)(B)) and Section 5 of Article V.
8. “LOCAL TRUST” means the Amended and Restated Agreement and Declaration of Trust made as of May 8, 2001, as amended, which TRUST holds the assets of LOCAL PLAN.
9. “LOCAL TRUSTEES” means the trustees of the LOCAL PLAN.
10. “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 June 30, 2002, unless determined otherwise by joint agreement of the MOTION PICTURE DIRECTORS and LOCAL TRUSTEES.
11. “MOTION PICTURE DIRECTORS” means the directors of the MOTION PICTURE INDUSTRY PENSION PLAN.
12. “MOTION PICTURE PLAN” means the MOTION PICTURE INDUSTRY PENSION PLAN, as amended from time to time.
13. “MOTION PICTURE TRUST” means the Motion Picture Industry Pension Trust, the terms of which are set forth in a Trust Agreement dated as of April 1, 1988. Said TRUST holds the assets of MOTION PICTURE PLAN and is trusteesd by The Northern Trust Company.

14. “PARTIAL CREDIT RULES” shall mean credit under the LOCAL PLAN for the period from July 1, 2002 until December 22, 2002 (the “Period”). Subject to Article II.2.B.II., such credit shall be earned in accordance with Article IV, Section 3(a)(3) of the LOCAL PLAN.
15. “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.
16. “QUALIFIED YEARS” means, subject to ARTICLE II.7 of this Exhibit Z, the sum of
 - (1) the greater of
 - (A) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of December 21, 2002 (assuming the rules of the LOCAL PLAN had continued in effect until that date). For this purpose, the PARTIAL CREDIT RULES shall apply; or
 - (B) beginning in the plan year of the LOCAL PLAN (“fiscal year”) in which the LOCAL PARTICIPANT first earned a Pension Credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of fiscal years ending prior to July 1, 2002 in which the person earned 400 or more CREDITED HOURS, excluding any fiscal years forfeited under the break in service and forfeiture rules of the LOCAL PLAN. For purposes of paragraph (B) only, (i) all computations shall be made on the basis of all available LOCAL PLAN and Local 700 records (such records shall be presumed correct unless determined otherwise), (ii) the rules in the LOCAL PLAN allowing participants to transfer uncredited hours to a succeeding year shall not apply, and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus
 - (2) all Qualified Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 22, 2002. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 22, 2002 shall be counted. However, a JOINT PARTICIPANT who is credited with a QUALIFIED YEAR for a YEAR under paragraph (2) shall not be

credited with any service under paragraph (1) for the 12 consecutive month period ending on June 30 of that YEAR.

Notwithstanding the foregoing, in order to prevent duplication of benefits, the following rule shall apply to a LOCAL PARTICIPANT for whom the amount in paragraph (1)(A) exceeds the amount in paragraph (1)(B): the maximum number of Qualified Years that can be earned by such a Participant from July 1, 2001 until December 22, 2002 shall be 1-1/2.

17. “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. All employees, as defined in the LOCAL PLAN, who are not already participants in the MOTION PICTURE PLAN shall be eligible to become participants in accordance with the rules of the MOTION PICTURE PLAN (for this purpose, Hours of Service under the LOCAL PLAN from December 23, 2001 until June 30, 2002 will be taken into account); the participation rules set forth in the LOCAL PLAN shall no longer apply.
- B. Every LOCAL PARTICIPANT who is vested prior to the EFFECTIVE DATE shall remain vested. Every non-vested LOCAL PARTICIPANT who has one Hour of Service under the LOCAL PLAN after June 30, 1998 and prior to the EFFECTIVE DATE (or one Vested Hour after that date) shall be subject to the 5-year cliff vesting as set forth in the MOTION PICTURE PLAN, but based on Vested Years, as set forth in the following paragraph C; every non-vested LOCAL PARTICIPANT who does not have such an hour after June 30, 1998 shall be subject to the applicable vesting schedule in effect under the LOCAL PLAN (generally 50% after 5 years and an additional 10% for each year thereafter), but based on Vested Years, as set forth in the following paragraph C. In addition, solely with respect to the Frozen Benefit, every LOCAL PARTICIPANT shall become vested upon reaching normal retirement age under the LOCAL PLAN (that is, the later of age 62 or the fifth anniversary of commencement of participation without a “break in service,” as defined in the LOCAL PLAN).

C. On and after the EFFECTIVE DATE, the Vested Years of each LOCAL PARTICIPANT means, subject to ARTICLE II.7 of this Exhibit Z, the sum of

(I) the greater of

(A) the years of vesting credit, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of June 30, 2002. Solely for purposes of vesting, the LOCAL PARTICIPANT shall also earn a vesting credit under this paragraph (A) if he has 850 hours worked in Covered Employment for the period from December 23, 2001 until December 21, 2002 (assuming the rules of the LOCAL PLAN had continued in effect until that date); or

(B) beginning in the YEAR in which the LOCAL PARTICIPANT first earned a year of vesting credit under paragraph (A) that remains credited to the LOCAL PARTICIPANT as of the EFFECTIVE DATE, the number of fiscal years ending prior to July 1, 2002 in which the person earned 400 or more CREDITED HOURS, excluding any fiscal years forfeited under the break in service and forfeiture rules of the LOCAL PLAN. For purposes of paragraph (B) only, (i) all computations shall be made on the basis of all available LOCAL PLAN and Local 700 records (such records shall be presumed correct unless determined otherwise), (ii) the rules in the LOCAL PLAN allowing participants to transfer uncredited hours to a succeeding year shall not apply, and (iii) in the case of JOINT PARTICIPANTS, service earned under the MOTION PICTURE PLAN shall be ignored; plus

(II) all Vested Years, as defined in and earned under, the MOTION PICTURE PLAN on or after December 22, 2002. In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Vested Years earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 22, 2002 shall be counted. However, a JOINT PARTICIPANT who is credited with a VESTED YEAR for a YEAR under paragraph (II) shall not be credited with any service under paragraph (I)(B) for that YEAR or under paragraph (I)(A) for the 12 consecutive month period ending on June 30 of that YEAR.

2. BENEFIT ACCRUAL

A. On and after the EFFECTIVE DATE and subject to Article II.7 of this Exhibit Z, the accrued benefit of each LOCAL PARTICIPANT shall be the sum of the Frozen Benefit (as set forth in paragraph (B) below) and the Future Benefit (as set forth in paragraph (C) below).

B. I. The Frozen Benefit of each LOCAL PARTICIPANT will be the dollar amount of such LOCAL PARTICIPANT's pension benefit accrued under the terms of the LOCAL PLAN as of the MERGER DATE. The amount of such Frozen Benefit 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 unless the MOTION PICTURE PLAN determines otherwise. No additional pension credits may be earned after the MERGER DATE.

II. Except as set forth in an amendment to the MOTION PICTURE PLAN, said Frozen Benefit shall not be increased on or after the EFFECTIVE DATE. Even if such an amendment is adopted and notwithstanding any other provision of this Exhibit Z or the AGREEMENT, a LOCAL PARTICIPANT whose benefits were frozen under Article III, Sections 4 and/or 11 of the LOCAL PLAN shall not be entitled to any active participant benefit increases adopted on or after the EFFECTIVE DATE with respect to the portion of the Frozen Benefit that was previously frozen. An individual whose prior benefit has been frozen may not repair such benefit pursuant to Article III, Section 11(c) or Article IV, Section 6(c) (or any other provision) of the LOCAL PLAN on or after the EFFECTIVE DATE.

In addition, a LOCAL PARTICIPANT who has a break in service (within the meaning of the MOTION PICTURE PLAN) on or after the EFFECTIVE DATE shall not be entitled to any active participant benefit increases adopted after the EFFECTIVE DATE with respect to any portion of the Frozen Benefit (or any portion of the Future Benefit earned prior to the break in service). If the LOCAL PARTICIPANT had less than 200 hours in the YEAR ending in 2002, that YEAR can be taken into account for purposes of determining if the individual had a break in service on or after the EFFECTIVE DATE.

C. In addition to the Frozen Benefit described in Paragraph 2.B, each LOCAL PARTICIPANT may accrue additional pension benefits under the terms of the MOTION PICTURE PLAN on and after the EFFECTIVE

DATE on the basis of the formulas set forth in the MOTION PICTURE PLAN from time to time (“Future Benefit”). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, the Future Benefit shall include any benefit earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to the EFFECTIVE DATE.

The current benefit formula under the MOTION PICTURE PLAN is generally based on the number of CREDITED HOURS earned in a YEAR with 400 or more CREDITED HOURS (provided that this 400 CREDITED HOURS requirement no longer applies after the participant earns 20 QUALIFIED YEARS) and the applicable rate for that QUALIFIED YEAR (the rate depends on whether the participant has earned 10 QUALIFIED YEARS). For purposes of determining the amount of the Future Benefit,

(I) except as described in the following clause (II), CREDITED HOURS described in clause (1) of the definition of CREDITED HOURS will be ignored;

(II) for the sole purpose of determining if a LOCAL PARTICIPANT with 20 or less QUALIFIED YEARS is entitled to earn a benefit for the YEAR ending December 21, 2002 by virtue of earning 400 CREDITED HOURS in that YEAR, CREDITED HOURS described in clause (1) of the definition thereof after December 22, 2001 and prior to July 1, 2002 shall be taken into account. (A LOCAL PARTICIPANT shall not be entitled to earn a QUALIFIED YEAR by virtue of earning 400 CREDITED HOURS or more in the YEAR ending December 22, 2002; instead the rules of ARTICLE I.16 shall apply.) Accordingly, if a LOCAL PARTICIPANT with 20 or less QUALIFIED YEARS has 400 CREDITED HOURS in that YEAR, the Future Benefit for that Year will be based on CREDITED HOURS described in clause (2) of the definition thereof after June 30, 2002 and prior to December 22, 2002; and

(III) for purposes of determining the applicable rate for a year (including the YEAR ending in December 2002), the total number of QUALIFIED YEARS (as defined in ARTICLE I.16) will be taken into account.

3. EARLY RETIREMENT RULES

- A. Each vested LOCAL PARTICIPANT who attains age 62 will be entitled to receive the Frozen Benefit (but not the Future Benefit) as a “normal retirement pension” at the times and in the amounts set forth in the LOCAL PLAN. Each vested LOCAL PARTICIPANT who attains age 52 and has 10 “special years” (as defined below) and at least three special

years after 1961, will be entitled to receive the Frozen Benefit (but, except as provided in ARTICLE III.3.B., not the Future Benefit) as an early retirement pension at the time and based on the reductions set forth in the LOCAL PLAN. For this purpose, special years shall mean the sum of

(I) the number of Pension Credits, as defined in and earned under, the LOCAL PLAN that remain credited to the LOCAL PARTICIPANT as of December 21, 2002 (assuming the rules of the LOCAL PLAN had continued in effect until that date). For this purpose, the PARTIAL CREDIT RULES shall apply; and

(II) all Qualified Years under the MOTION PICTURE PLAN on or after December 22, 2002. Notwithstanding the foregoing, the number of special years earned on and after such date shall not be less than the number of credits earned in YEARS on or after such date based on the schedule for determining pension credits set forth in Article IV, Section 3(a)(3) of the LOCAL PLAN (substituting YEARS for the 12 month periods ending June 30). In addition, solely for JOINT PARTICIPANTS and subject to the FORFEITURE RULES, Qualified Years (in which the LOCAL PARTICIPANT had 1000 Credited Hours) earned and remaining credited under the MOTION PICTURE PLAN (but not the LOCAL PLAN) prior to December 22, 2002 shall be counted, provided that a JOINT PARTICIPANT who is credited with a special year for such a YEAR under this paragraph (II) shall not be credited with any service under paragraph (I) for the 12 consecutive month period ending on June 30 of that YEAR.

Notwithstanding the foregoing, the maximum number of special years that can be earned from July 1, 2001 until December 22, 2002 shall be 1-1/2.

Notwithstanding the foregoing, the sole purpose for the calculation of the number of special years shall be for determining eligibility for the early retirement benefit. The amount of the Frozen Benefit paid as an early retirement benefit shall be based on the number of Pension Credits, as set forth in paragraph (I) of this Section (3)(A); special years are irrelevant for determining the amount of the benefit.

- B. This paragraph applies only to a vested LOCAL PARTICIPANT who had attained age 45 on the EFFECTIVE DATE and had five Pension Credits under the LOCAL PLAN as of the EFFECTIVE DATE. Such a LOCAL PARTICIPANT who both attains age 52 and has 10 “special years” (as defined below) and at least three special years after 1961, will be entitled to receive both the Frozen Benefit and the Future Benefit as an early retirement pension at the time and based on the reduction set forth in the LOCAL PLAN. For this purpose, special years shall be defined in

accordance with Article II.3.A, except that special years on and after December 22, 2002 shall mean the number of credits earned in YEARS on or after such date based on the schedule for determining pension credits set forth in Article IV, Section 3(a)(3) of the LOCAL PLAN (substituting YEARS for the 12 month periods ending June 30), instead of the rule set forth in the first sentence of Article III.3.A.II.

- C. Each LOCAL PARTICIPANT who qualifies for a reduced early retirement benefit under the terms of the MOTION PICTURE PLAN (excluding nonapplicable exhibits) will be entitled to receive the Future Benefit (but not the Frozen Benefit) as an early retirement benefit at the times and in the amounts set forth in the MOTION PICTURE PLAN (excluding nonapplicable exhibits).
- D. Each LOCAL PARTICIPANT who qualifies for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN shall be entitled to a benefit payable at the time set forth in the MOTION PICTURE PLAN that is equal to the sum of the Frozen Benefit and the Future Benefit, unreduced for payment prior to age 65.
- E. The eligibility for an early retirement benefit under paragraphs (C) and (D) shall be based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit Z. 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 with respect to the Future Benefit or an unreduced pension with respect to the Frozen Benefit and Future Benefit. In addition, CREDITED HOURS and QUALIFIED YEARS previously forfeited under the LOCAL PLAN shall be taken into account for the sole purpose of determining eligibility for an unreduced early retirement benefit in accordance with Article I, Section 9 of the MOTION PICTURE PLAN if (and only if) said forfeited hours and years are listed in Appendix B to the AGREEMENT.

4. DISABILITY

On and after the EFFECTIVE DATE, the disability provisions in the LOCAL PLAN shall no longer apply (except for those participants who became disabled and met all of the conditions for a disability pension prior to the EFFECTIVE DATE). On and after the EFFECTIVE DATE, a LOCAL PARTICIPANT shall only 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 Frozen Benefit and Future Benefit. For this purpose, the eligibility for disability pension shall be determined based on CREDITED HOURS and QUALIFIED YEARS as set forth in this Exhibit Z. The amount of the disability benefits shall equal the sum of the Frozen Benefit and Future Benefit, unreduced for payment prior to age 65.

5. FORMS OF BENEFITS

- A. The Frozen Benefit shall only be paid in those benefit forms available under the LOCAL PLAN based on the actuarial reductions set forth in the LOCAL PLAN. Notwithstanding the foregoing, (1) the one year marriage requirement with respect to the Husband and Wife Pension shall not apply after the EFFECTIVE DATE, (2) the election rules of the MOTION PICTURE PLAN shall apply after the EFFECTIVE DATE, and (3) the rules in the MOTION PICTURE PLAN regarding de minimus lump sums shall apply after the EFFECTIVE DATE.
- B. The Future Benefit shall be payable in such forms set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits) based on the actuarial reductions set forth in the MOTION PICTURE PLAN (other than nonapplicable exhibits).

6. PRE-RETIREMENT DEATH BENEFITS

- A. On and after the EFFECTIVE DATE, the pre-retirement death benefit provisions in the LOCAL PLAN shall apply for those participants who died and met all of the conditions for such a death benefit prior to the EFFECTIVE DATE.
- B. If a surviving spouse benefit is not payable under the terms of the MOTION PICTURE PLAN in the case of a LOCAL PARTICIPANT who dies after the EFFECTIVE DATE but prior to retirement, the LOCAL PARTICIPANT'S beneficiary shall be entitled to a lump sum pre-retirement death benefit. The amount shall be equal to \$500 times the LOCAL PARTICIPANT'S special years as defined in ARTICLE II.3.A of this Exhibit Z), but not less than \$1,000 nor more than \$10,000. For this purpose, the beneficiary shall be determined under the rules of the MOTION PICTURE PLAN; if no such beneficiary has been designated, the beneficiary shall be the beneficiary designation under the Motion Picture Industry Individual Account Plan.
- C. If a surviving spouse benefit is payable under the terms of the MOTION PICTURE PLAN in the case of a LOCAL PARTICIPANT who dies after the EFFECTIVE DATE but prior to retirement, such surviving spouse 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 Frozen Benefit and Future Benefit. In the event the benefit described in Article II.6.B is larger, such benefit shall be paid in lieu of the surviving spouse benefit.

7. BREAK IN SERVICE RULES

- A. Notwithstanding any other provision of this AGREEMENT (other than the last sentence of paragraph 3(E) above), a LOCAL PARTICIPANT shall not be credited with any Frozen Benefit, QUALIFIED YEARS, VESTED YEARS or CREDITED HOURS with respect to any service earned under the LOCAL PLAN that is ignored, as of the EFFECTIVE DATE or December 22, 2002, as applicable, under the break in service and forfeiture rules of the LOCAL PLAN. Any service or benefit forfeited under such rules prior to such date shall not be treated as “remaining credited” as of such date.
- B. In addition, a non-vested LOCAL PARTICIPANT who has a FORFEITURE on or after the EFFECTIVE DATE shall forfeit his Frozen Benefit, as well as all QUALIFIED YEARS, VESTED YEARS, CREDITED HOURS and Future Benefit earned prior to such break. YEARS before the EFFECTIVE DATE can be taken into account for purposes of determining if a FORFEITURE occurs after the EFFECTIVE DATE.
- C. For purposes of determining whether a JOINT PARTICIPANT had a break in service or FORFEITURE with respect to service earned under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE, all service earned under the LOCAL PLAN shall be ignored. Similarly, for purposes of determining whether a JOINT PARTICIPANT left covered employment, had a break in service or incurred a forfeiture with respect to service earned under the LOCAL PLAN prior to the EFFECTIVE DATE, all service under the MOTION PICTURE PLAN prior to the EFFECTIVE DATE shall be ignored. These rules apply for all purposes, including without limitation whether prior service and benefits are forfeited and whether a JOINT PARTICIPANT is or is not entitled to an active participant benefit increase.

8. OTHER RULES

- A. Notwithstanding any other provision of this AGREEMENT, a LOCAL PARTICIPANT shall not earn any Pension Credits after the EFFECTIVE DATE for any purpose whatsoever.
- B. On and after the EFFECTIVE DATE, with respect to any type of provision or rule not expressly addressed in this Exhibit Z, 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) Benefit suspension rules.

- (ii) Rules requiring notice of retirement two months in advance.
- (iii) Rules regarding not working for two months after retirement.
- (iv) Rules regarding late retirement actuarial increases, provided that the Frozen Benefit of a LOCAL PARTICIPANT who, as of the MERGER DATE, has not retired but has attained age 65 shall not be less than the Participant's Frozen Benefit that would be payable if the LOCAL PARTICIPANT had retired on the MERGER DATE.

C. The rules set forth in Article IV, Section 3(b) and (c) of the LOCAL PLAN shall cease to apply on and after the EFFECTIVE DATE.

9. Except as provided herein, (A) 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 and (B) any requirement in the LOCAL PLAN to qualify for any benefit, right or feature under the LOCAL PLAN (that remains in effect after the MERGER DATE) shall remain in effect. Participants in the MOTION PICTURE PLAN prior to the EFFECTIVE DATE who are not JOINT PARTICIPANTS shall not be affected by the rules in this Exhibit Z or the AGREEMENT.
10. Any service earned under the LOCAL PLAN used to determine the amount of any benefits payable to any pensioner or beneficiary prior to the MERGER DATE may not be used to qualify such pensioners or beneficiaries for another pension under the MOTION PICTURE PLAN.
11. 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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