


JULY | 2023

MPI

SUMMARY PLAN DESCRIPTION

 Pension Plan

 Individual
Account Plan





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Summary Plan Description

DEAR PARTICIPANT:

We are pleased to provide you with this updated *Summary Plan Description (SPD)* for the Motion Picture Industry Pension Plan ("Pension Plan") and Motion Picture Industry Individual Account Plan ("IAP"), (collectively, the "Plans"). You are receiving this document because you are eligible to participate in these retirement Plans.

There are some significant differences between the Plans – the Pension Plan is a Defined Benefit Plan, whereas the IAP is a Defined Contribution Plan. Please read the *SPD* in order to familiarize yourself with the benefits provided to you through the Plans.

Because of mergers of other retirement plans into the Plans, some of the information contained in the *SPD* may not be applicable to you. If you are a Participant because your plan merged with the Plans, check the appendix of the *SPD* for information about your benefits through the Plans.

The Trust Agreements for both the Pension Plan and the IAP set out the rules that govern the Plans. In the event of a conflict between a Trust Agreement and the *SPD*, the Trust Agreement will govern. Paper copies of the Trust Agreements are available to you for a nominal fee, or may be viewed at www.mpiphp.org. This *SPD* describes the rules in effect as of November 2022. If you terminated employment before then or incurred a break in service, different rules may apply.

You are always welcome to contact the Plans' Participant Services Center by telephone at (855) ASK-4MPI (855-275-4674), or by email at service@mpiphp.org, for any questions you may have about the Plans.

Thank you for your participation.

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan
Motion Picture Industry Individual Account Plan



Special Rules for Former Participants of Other Pension Plans

If you previously participated in a plan that merged into the Pension Plan or IAP, there may be variations to the benefits provided to you through the Plans. If so, it is important that you carefully review the appendix to the *SPD* for any rules that may apply to you. Please note, in the event of a conflict between any provision in the *SPD*, including its appendix, and the Trust Agreements for the Plans, the Trust Agreements for the Plans will govern.



MPI

PARTICIPANT SERVICES CENTER

Email

Use the Contact Us tab at www.mpiphp.org

Call Toll-Free

(855) ASK-4MPI or
(855) 275-4674
Hours: 6 am to 6 pm (Pacific Time)

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145 Hudson Street, Suite 6-A
New York, New York 10013
(212) 634-5252
(888) 758-5200 – Toll Free
Hours: 9 am to 5 pm (Eastern Time)

The Plans maintain administrative offices in California and New York.

Our Studio City office maintains all records pertaining to your eligibility and processes all claims for benefits. Please address any inquiry, claim or correspondence to the Studio City office, and remember to include the Participant's Social Security Number or identification number.

For information regarding health plan benefits, please contact MPI at the Studio City office number listed above.

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Introduction To The Plans

HISTORY

On October 26, 1953, various Employers in the Los Angeles area motion picture industry and more than 40 unions and guilds representing Industry Employees signed an agreement establishing the Motion Picture Industry Pension Plan. Today, retirement benefits consist of two completely Employer-funded plans:

- ▶ Motion Picture Industry Pension Plan, a Defined Benefit Plan, and
- ▶ Motion Picture Industry Individual Account Plan, a Defined Contribution Plan.

These two separate retirement benefits provide broad coverage for Vested Participants.

THE MOTION PICTURE INDUSTRY PENSION PLAN

The Pension Plan provides a fixed monthly benefit payable for the Participant's lifetime after retirement. It may also be payable to a Beneficiary following the Participant's death.

Employer Contributions to the Pension Plan became effective October 26, 1953. Employee Contributions began a year later and ceased on October 27, 1990.

Today, only Employers contribute to the Pension Plan. Retirement benefits are based on a formula that indicates the exact benefit a Participant can expect upon retirement.

THE MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

The IAP became effective on August 1, 1979 and provides a lump sum or annuity benefit, based on the account balance at the time of retirement, payable to the Participant at retirement or to the Participant's Beneficiaries as a death benefit.

The IAP is also completely Employer-funded, and in general, all Pension Plan Participants participate in the IAP. The Contributions are made by Employers based on the terms of various Collective Bargaining Agreements.

Under the IAP, Contributions made on the Participant's behalf result in allocations to an individual account that shares in the investment performance of the IAP's assets.

What are the Major Differences Between the Pension Plan and the IAP?



PLAN TYPE

PENSION PLAN Defined Benefit Plan



BENEFIT RECEIVED

- ▶ Upon retirement, you receive a fixed monthly benefit payable for your lifetime.



BENEFIT CALCULATED

- ▶ Benefit amounts are based on a complex formula that indicates the exact benefit you can expect upon retirement.



CONTRIBUTIONS RECEIVED

- ▶ There are various sources of contributions to the Pension Plan. These include Employer Contributions and Unclaimed Vacation and Holiday Pay.
- ▶ The IAP operates much like a savings account or IRA; contributions are placed in the account by your Employer each year, based on a percentage of your wages/salary.

INDIVIDUAL ACCOUNT PLAN Defined Contribution Plan

- ▶ Upon retirement, various benefit payment options are available to you.
- ▶ Benefit amounts are based on the account balance at the time of retirement. The account balance is based on contributions and investment performance.

The Retirement Process

Deciding to retire is an important decision. The following information will help you understand the steps and timelines required for the retirement application process and the specific documents you must provide prior to your Retirement Date.

RETIREMENT DATE DECISION

Before a Participant can retire and commence receipt of benefits, he/she must have accrued a certain number of Qualified Years and Qualified Hours in the Plans and become Vested. Additionally, the Participant must have reached a certain age, based on the number of Qualified Years he/she has, to apply for retirement. The specific requirements are different for the Pension Plan and IAP and are explained in more detail in the Pension Plan and IAP sections of the SPD.

A Participant's Retirement Date must be on the first day of the month. Participants may continue to work until the day prior to their elected Retirement Date.

APPLICATION SUBMISSION

Participants may submit their retirement application up to six months, but no less than two complete calendar months, prior to their elected Retirement Date. The month the forms are submitted is not considered a complete calendar month.

For example, if the Participant chooses to retire on April 1, the application must be submitted no later than January 31. In this example, the two complete calendar months are February and March.

QUICK TIP

SEE OUR RETIREMENT TIMELINE + CHECKLIST

Check out the next two pages!



DOCUMENTATION REQUIREMENTS

Along with the application for retirement benefits, the Plans require the Participant to provide the following documentation no later than 30 days prior to the Participant's elected Retirement Date:

Proof required from the Participant:

- 1 Proof of the Participant's date of birth (e.g., copy of a passport, birth certificate, REAL ID, DD-214 military discharge form, baptismal certificate, etc.);
- 2 A copy of the Participant's Social Security Card or completion of IRS Form W-9; and
- 3 A copy of the Participant's current marriage certificate, if married.

Proof required from the Participant's spouse:

- 1 Proof of the spouse's date of birth (e.g., copy of a passport, birth certificate, REAL ID, DD-214 military discharge form, baptismal certificate, etc.); and
- 2 A copy of the spouse's Social Security Card or completion of IRS Form W-9.

Additional documentation required from the Participant if he/she has previously been married:

- 1 A conformed copy of the final judgment of Dissolution of Marriage with any previous spouse(s) (including property settlements); and
- 2 A copy of the prior spouse's death certificate, if the prior spouse is deceased.

The Plans will not process retirement payments until the Participant complies with all the above requirements.

Retirement Process Timeline

Applicable to the
Pension Plan and the IAP



Retirement Process Checklist



ARE YOU FINANCIALLY READY TO RETIRE?

Independent financial and tax advisors can help you identify your financial and lifestyle goals and determine how much income you need in retirement to achieve those goals. Please note, the Plans do not provide financial and tax advice.



IMPORTANT!

Per IRS regulations, if you choose not to retire, you must receive Required Minimum Distribution Payments starting on April 1 in the year following the year you turn age 70½ (but may defer; see Required Minimum Distribution section).

QUICK TIP

CHANGING OR CANCELING YOUR RETIREMENT

If you decide to cancel or change your Retirement Date, **you must do so in writing.** You may do so securely on our website using the Contact Us tab, prior to your scheduled Retirement Date. If you cancel your retirement, you will have to re-apply at least two months before your new Retirement Date.

REQUIRED FORMS

The following forms are included in your **retirement package** and must be submitted before your first Pension Plan and/or IAP payment will be processed.

- ☐ Retirement Benefit Election
- ☐ Federal Tax Withholding (W-4P)
- ☐ Your state of residence Withholding form (EDD), if applicable
- ☐ Direct Deposit Authorization (optional, but preferred)
- ☐ IAP Benefit Processing Information
- ☐ Unclaimed Vacation and Holiday Pay Processing Information, if applicable
- ☐ Retiree Health Processing Information
- ☐ Medicare Coordination Rules Acknowledgment

REQUIRED LEGAL DOCUMENTS

The following legal documents must be submitted before your first payment will be processed. Gathering these documents takes time, so starting early is recommended. You may submit them to the Plans as they become available but no later than **30 days prior** to your Retirement Date. If your required forms and documents are not submitted on time, your request for retirement will be canceled.

- ☐ **Proof of Age**
You must submit your birth certificate, passport, REAL ID, DD-214 military discharge form, baptismal certificate, residency card or Certificate of U.S. Naturalization issued by U.S. Citizenship and Immigration Services.
- ☐ **Proof of Social Security Number or Tax Identification Number**
You must submit proof of your Social Security Number or tax identification number or completion of IRS Form W-9.

IF MARRIED:

- ☐ **Proof of Marriage**
You must submit legal evidence of your marriage to your spouse.
- ☐ **Proof of Spouse's or Beneficiaries' Social Security Number(s) or Tax Identification Number(s)**
You must submit proof of their Social Security Number(s) or tax identification number(s), or completion of IRS Form W-9.
- ☐ **Proof of your Spouse's Age**

IF DIVORCED:

- ☐ **Proof of Divorce**
You must submit a complete conformed copy of the Final Dissolution of Marriage and the Property Settlement Agreement for all previous spouses. This is to verify that your prior spouse(s) has no claim on your benefit. If a former spouse is deceased, the Plans will require a copy of the death certificate.

General Retirement Information



CHOOSING A BENEFICIARY

One of the most important decisions you will make is designating your Beneficiary. A Beneficiary is an individual, or individuals, whom you have officially designated to receive any applicable retirement benefits upon your death. You have the option of designating both primary and contingent Beneficiaries. Primary Beneficiaries will be paid first in the event of your death. This can be one or multiple individuals, and you may indicate the percentage of your benefits you would like each person to receive. Contingent Beneficiaries will only be paid if all primary Beneficiaries are deceased at the time of your death.

To ensure that any applicable benefits are distributed according to your final wishes, you must remember to review and update your named Beneficiaries any time you have a major life event such as a marriage, divorce, or birth or adoption of a child. Additionally,

you should update your Beneficiary contact information whenever there is a change of address.

If you are married for at least one year on the date of your death, your spouse will automatically be your Beneficiary. If you have named someone other than your current spouse as your Beneficiary, the designation will only apply if you have obtained spousal consent, you were divorced or your spouse is deceased.

If you designate your spouse as your Beneficiary and later are divorced or legally separated, that Beneficiary designation will be disregarded unless there is a court order to the contrary.

Similarly, if you designate your registered domestic partner as Beneficiary, that Beneficiary designation will be disregarded if the domestic partnership was legally dissolved, unless there is a court order to the contrary.

You may change or update your named Beneficiaries by completing

an MPI Pension and Individual Account Plans – Beneficiary Designation form. This form can be completed online at www.mpiphp.org, or by calling or visiting the Plans' offices.

ADDRESS CHANGES

It is also important to update your contact information with the Plans whenever you move or change your mailing address. Requests for an address change may be made online at www.mpiphp.org.

BREAK IN SERVICE

If a Participant has a period of two consecutive Computation Years with fewer than 200 Vested Hours in each year, a Break in Service occurs. This occurrence affects a Participant's benefits in many ways. For example:

- ▶ It may result in a Forfeiture of prior service and accrued benefits for non-Vested Participants;
- ▶ A Participant may elect a refund of Employee Contributions plus interest if he/she is not Vested;
- ▶ Hours earned before a Break in Service will not be eligible for any potential future active benefit rate increases (if the Board of Directors adopts such an increase and it is in the same form as past increases); or
- ▶ It may prevent a Participant from becoming otherwise eligible for Disability Retirement Pension Benefits.

Forfeiture Due to Break in Service

A Participant who incurs a Break

► **Forfeiture Example:**

YEAR	HOURS WORKED	TOTAL QUALIFIED YEARS	TOTAL BREAK YEARS	EVENT
1996	400.0	1	0	
1997	400.0	2	0	
1998	400.0	3	0	
1999	199.0	3	1	
2000	199.0	3	2	BREAK IN SERVICE
2001	200.0	3	3	
2002	200.0	3	4	
2003	200.0	3	5	Forfeiture
2004	400.0	1	0	Participant recommences participation with one Qualified Year

in Service will forfeit previously accrued benefits, including all accumulated Qualified Years, Vested Years, Credited Hours, and Vested Hours under the circumstances described below. Thus, if a Participant later works in the Industry, he/she will be treated as a new Participant without any prior service.

Forfeitures Due to Service Prior to 1976

A Participant incurred a Forfeiture due to a Break in Service as a result of a period of two consecutive Computation Years with fewer than 200 Vested Hours in each year. However, a Participant who incurred a Forfeiture did not forfeit his/her un-withdrawn Employee Contributions plus interest or the Employee-derived Accrued Benefit.

Forfeitures Due to Service from 1976 to 1985

A Participant who incurred a Break in Service and who at such time was not Vested incurred a Forfeiture if the number of consecutive Computation Years (including the two which created the Break

in Service) during which the Participant failed to accumulate 400 Vested Hours equaled or exceeded the number of the Participant's Vested Years completed prior to the Break in Service.

Forfeitures Due to Service Beginning in 1986

If a Participant has fewer than five years of Vested service prior to the Break in Service, he/she will not forfeit his/her previously accrued benefit and prior service until the end of the fifth Computation Year in which the Participant failed to accumulate 400 Vested Hours.

If prior service was less than five years, a Participant forfeits his/her Pension Plan benefits if he/she is not Vested, incurs a Break in Service and has at least five consecutive years without a Qualified Year.

BRIDGING A BREAK IN SERVICE

Certain rules exist that allow a Participant to bridge a Break in Service, thereby making him/her eligible for any benefits that

would have been applicable had the Break in Service not occurred. Additional rules apply regarding eligibility for bridging a Break in Service in each of the following circumstances:

Disability

If a Participant incurs a Break in Service due to a disability that prevents the Participant from engaging in his/her regular occupation for a period of at least six months, he/she may bridge that Break in Service and earn Vested Hours at the rate of 40 hours per week during the period of disability. Although the Participant is earning Vested Hours, he/she will not receive additional credit for Qualified Years or Credited Hours.

Pregnancy / Child Care

A Participant may receive Vested Hours, up to eight hours per day, due to absence from work because of pregnancy, the birth or adoption of the Participant's child or due to providing child care for a period immediately following such birth or adoption in the Computation Year in which such absence

General Retirement Information

commences if necessary to obtain 400 Vested Hours or otherwise in the immediately following Computation Year, if necessary, to obtain 400 Vested Hours in that year.

Family and Medical Leave Act

If a Participant who is employed by an Employer covered by the federal Family and Medical Leave Act (FMLA) takes a leave covered by FMLA and then returns to employment with the same Employer at the end of the leave, the Employee may receive Vested Hours equal to the average of the hours worked during the four weeks preceding the covered leave.

Military Service

A Participant may receive Vested Hours at the rate of 40 hours per week for time spent in the Armed Services of the United States if such Participant makes himself/herself available for work within the Industry for an Employer within the time specified under the laws of the United States relating to re-employment rights.

Contiguous Employment

A Participant may receive Vested Hours for hours worked for an Employer for which Contributions were not required to be paid to the Plans. The hours must be immediately preceded or followed by employment with the same Employer, wherein Contributions were paid to the Plans.

Erroneous Payments

If a payment is made in error to a Participant, Retired Participant, spouse, Beneficiary or any other person due to the Participant's re-employment, failure to retire, an error in computing benefits, or any other reason, the Plans will recover

the inappropriately paid amount through prompt repayment by the recipient or through a reduction in the amount of future payments.

Garnishment or Assignment of Participant Benefits

Except as permitted by applicable laws, Participant benefits may not be attached in any way, garnished by any creditors, or subject to the jurisdiction of any bankruptcy court or any insolvency proceedings by operation of law. Conversely, a Participant may not anticipate, pledge or assign any future benefits due.

An exception to this rule is when benefits are subject to a federal tax levy or are assigned to a spouse, former spouse, child or other dependent for child support, alimony, or any other settlement of marital or community property rights as a result of a Qualified Domestic Relations Order (QDRO) issued under state domestic relations law. A copy of the Plans'



QDRO procedures and a sample QDRO document may be obtained without charge by contacting the Plans.

Incapacity of Retired Participant

A Durable Power of Attorney, Guardianship or Conservatorship is required for someone other than the Participant to legally handle any retirement transactions, including changes of address. If a Durable Power of Attorney is used, the Plans also require a physician's certification of incapacity. An original or a certified copy of these documents must be provided to the Plans. Benefits are payable to the Participant only and may not be paid to another party (e.g., spouse, attorney-in-fact).

Missing Participant or Beneficiary

In the event that the Plans are unable to locate a Participant, spouse or Beneficiary for a period of three years after a retirement or a death benefit becomes payable, the monies associated with this benefit will remain in the Plans. However, if the missing Participant, spouse or Beneficiary subsequently claims the benefit, it will be reinstated and paid according to the Plans' rules.

PROVISIONS OF THE PLANS GOVERN

The SPD is intended to summarize provisions of the Plans' Trust Agreements. In the event there is an inconsistency between this document and the provisions of the Trust Agreements, the provisions of the Trust Agreements govern. The benefits and conditions included in this summary are also subject to change by action of the Board of Directors of the Plans.

**MOTION PICTURE
INDUSTRY**
**PENSION
PLAN**

Pension Plan



The Motion Picture Industry Pension Plan ("Pension Plan") is a Defined Benefit Plan that provides a fixed monthly benefit payable for the Participant's lifetime after retirement. It may also be payable to a Beneficiary following the Participant's death. All Contributions to the Pension Plan are currently made by Employers. Retirement benefits are based on a formula that indicates the exact benefit a Participant can expect upon retirement. The payouts made to retiring Employees participating in the Pension Plan are determined by a complex calculation based on Collective Bargaining Agreements, credited hours, number of Qualified Years and Vesting.

RETIREMENT BENEFIT CATEGORIES

There are four categories of benefits under the Pension Plan:

- 1 **Normal Retirement Pension Benefit**
- 2 **Early Retirement Pension Benefit**
- 3 **Disability Retirement Pension Benefit**
- 4 **Late Retirement Pension Benefit**

QUICK TIP

WANT TO LEARN MORE ABOUT VESTING?

See the Glossary of Terms starting on [page 41](#).

VESTING

Once a Participant is Vested, Pension Plan benefits cannot be forfeited.

Effective December 26, 1999, any Participant who is credited with one or more Vested Hours after December 25, 1999, shall have a Vested interest in his/her accrued retirement benefit when he/she has been credited with five Vested Years.

A Participant who incurs a Break in Service prior to completion of a Vested Hour after December 25, 1999, shall not Vest until he/she earns one Vested Year after December 25, 1999 and he/she is credited with five Vested Years.

Note:

Vesting requirements may differ for Participants who have not worked in the Industry since December 26, 1999. If this applies to you, please call the Plans for more information.

Normal Retirement Pension Benefit

A Participant is eligible to receive a Normal Retirement Pension Benefit if he/she has reached Normal Retirement Age and has Vested. The monthly benefit will be based on the Credited Hours accrued and will be reduced if the type of pension payment is not a Life Annuity.

UP TO 10 QUALIFIED YEARS:

The monthly benefit rate for the first 10 Qualified Years is currently \$.03729 per Credited Hour provided the Participant works at least 400 Credited Hours in a Qualified Year.

CALCULATION ILLUSTRATION

A Participant has seven Qualified Years with a total of 2,000 Credited Hours in the seventh year. He/she has earned accrued benefits for that year at the rate of \$.03729 X 2,000 Credited Hours to earn a benefit of \$74.58 per month payable at Normal Retirement Age. The seventh year amount will be added to the preceding years' and succeeding years' earned benefits, which makes up the final accrued monthly Pension benefit.

 7 QUALIFIED YEARS	 2K CREDITED HOURS IN THE 7TH YEAR	 ACCRUED BENEFIT RATE  CREDITED HOURS  PER MONTH
$$.03729^* \times 2,000 = \74.58		

11TH TO 20TH QUALIFIED YEARS:

The monthly benefit rate after the tenth Qualified Year is \$.04972 per Credited Hour provided the Participant works at least 400 Credited Hours in a Qualified Year.

CALCULATION ILLUSTRATION

A Participant has 11 Qualified Years with a total of 2,000 Credited Hours in the eleventh year. He/she has earned an accrued benefit for that year at the rate of \$.04972 X 2,000 Credited Hours to earn a benefit of \$99.44 per month payable at Normal Retirement Age. The eleventh year amount will be added to the preceding years' and succeeding years' earned benefits, which makes up the final accrued monthly Pension benefit.

 11 QUALIFIED YEARS	 2K CREDITED HOURS IN THE 11TH YEAR	 ACCRUED BENEFIT RATE  CREDITED HOURS  PER MONTH
$$.04972^* \times 2,000 = \99.44		

AFTER THE 20TH QUALIFIED YEAR:

The 400 Credited Hours requirement will no longer apply. Participants will earn benefits for these years even if they accumulate fewer than 400 Credited Hours in a Computation Year. They earn at the current rate of \$.04972 per Credited Hour.

CALCULATION ILLUSTRATION

A Participant has 20 Qualified Years and a total of 300 Credited Hours in the twenty-first year. He/she has earned an accrued benefit for that year at the rate of \$.04972 X 300 Credited Hours to earn a benefit of \$14.92 per month payable at Normal Retirement Age. The twenty-first year amount will be added to the preceding years' and succeeding years' earned benefits, which makes up the final accrued monthly Pension benefit.

 20 QUALIFIED YEARS	 300 CREDITED HOURS IN THE 21ST YEAR	 ACCRUED BENEFIT RATE  CREDITED HOURS  PER MONTH
$$.04972^* \times 300 = \14.92		

**For illustrative purposes only; the actual Accrued Benefit Rate is subject to collective bargaining.*

Normal Retirement Pension Benefit

BENEFIT RATE SCHEDULE

To calculate the monthly accrued benefit amount for any year, the applicable rate from the Benefit Rate Schedule below is multiplied by the number of Credited Hours earned during a year. The monthly benefit amounts calculated for each year are then combined to equal the total monthly pension benefit payable at your Normal Retirement Age.

Note:

During the first 20 Qualified Years, Participants must work 400 Credited Hours in a Computation Year to accrue a benefit for that year. After the twentieth Qualified Year, the Participant is exempt from the 400 Credited Hour minimum.

EFFECTIVE DATE	FIRST 10 QUALIFIED YEARS	11TH TO 20TH QUALIFIED YEARS	AFTER THE 20TH QUALIFIED YEARS
1/01/1954	0.0078000	0.0104000	0.0066000
1/01/1983	0.0085800	0.0114400	0.0072600
8/01/1985	0.0107250	0.0143000	0.0090750
1/01/1988	0.0107250	0.0143000	0.0143000
8/01/1988	0.0134063	0.0178750	0.0178750
1/01/1990	0.0154172	0.0205563	0.0205563
1/01/1991	0.0161881	0.0215841	0.0215841
1/01/1992	0.0166737	0.0222316	0.0222316
1/01/1993	0.0203000	0.0270000	0.0270000
1/01/1996	0.0240000	0.0320000	0.0320000
8/01/2000	0.0295000	0.0393000	0.0393000
8/01/2003	0.0339000	0.0452000	0.0452000
8/01/2006	0.0372900	0.0497200	0.0497200
8/01/2015*	0.0410190	0.0546920	0.0546920

*A 10% pension increase was effective January 1, 2017 for service performed through December 2016 and subject to Break-in-Service rules. This rate was extended effective January 1, 2021 for service performed between 2017-2020 and is subject to change.

RETIREMENT BENEFIT RATES

The rates listed in the Benefit Rate Schedule above assume a Participant has never had a Break in Service. Different rates apply if a Participant has had a Break in Service. In addition, the Break in Service rules may be applied differently to Participants who participate in the Pension Plan as a result of a merger because in some cases the merged plans had different Break in Service rules prior to the merger. Please see the appendix to the SPD for specific details and rules for the plans that merged into the Pension Plan.

RATE INCREASES

The Board of Directors has previously adopted a number of amendments to the Plans that increased the accrual rate applicable to active Participants and Retirees for a given year. While the Directors may increase the rate(s) in the future, they are under no obligation to do so. In general, benefit increases that are applicable to active Participants do not apply to Credited Hours earned before a Break in Service. In effect, benefits earned before a Break in Service are frozen and are not increased by future active benefit rate increases.

BENEFIT CALCULATION

The chart below shows an example of the monthly benefit earned if 2,000 Credited Hours are accumulated each Computation Year for 20 years without a Break in Service. The Accumulated Benefit will be reduced if the type of pension payment is not a Life Annuity.

PLAN YEAR	QUALIFIED YEARS	CREDITED HOURS		APPLICABLE BENEFIT RATE		ACCRUED BENEFIT	ACCRUED BENEFIT AFTER 10% INCREASE****	ACCUMULATED MONTHLY BENEFIT
2001	1	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$82.04
2002	2	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$164.08
2003	3	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$246.11
2004	4	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$328.15
2005	5*	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$410.19
2006	6	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$492.23
2007	7	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$574.27
2008	8	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$656.30
2009	9	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$738.34
2010	10	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$820.38
2011	11**	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$929.76
2012	12	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,039.15
2013	13	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,148.53
2014	14	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,257.92
2015	15	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,367.30
2016	16	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,476.68
2017	17	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,586.07
2018	18	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,695.45
2019	19	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,804.84
2020	20	2,000	x	\$0.04972	=	\$99.44	\$109.38	\$1,914.22
2021	20***	300	x	\$0.04972	=	\$14.92	\$14.92	\$1,929.14

*Participants achieve 100% vested status after five years.

**An increased rate applies from the 11th Qualified Year onwards.

***After 20 or more Qualified Years, a Participant may continue to accrue additional benefits for all hours worked in a year (need not be a Qualified Year).

****A 10% pension benefit increase was approved by the Board effective January 1, 2017 for active (non-retired) Participants as of December 2016 for service performed through 2016. A similar increase was approved for service through December 2020. The increases apply only to hours worked since the last Break in Service prior to the rate increase. There is no guarantee that further increases will occur in the future.

Normal Retirement Pension Benefit

BENEFIT CALCULATION WITH BREAK IN SERVICE (NO 10% INCREASE APPLIED TO PRE-BREAK IN SERVICE)

The chart below shows an example of the monthly benefit earned with a Break in Service, showing no 10% increase applied to service before the break. The Accumulated Benefit will be reduced if the type of pension payment is not a Life Annuity.

PLAN YEAR	QUALIFIED YEARS	CREDITED HOURS		APPLICABLE BENEFIT RATE		ACCRUED BENEFIT	ACCRUED BENEFIT AFTER 10% INCREASE****	ACCUMULATED MONTHLY BENEFIT
2010	1	2,000	x	\$0.03729	=	\$74.58	\$74.58	\$74.58
2011	2	2,000	x	\$0.03729	=	\$74.58	\$74.58	\$149.16
2012	3	2,000	x	\$0.03729	=	\$74.58	\$74.58	\$223.74
2013	4	2,000	x	\$0.03729	=	\$74.58	\$74.58	\$298.32
2014	5*	2,000	x	\$0.03729	=	\$74.58	\$74.58	\$372.90
2015	5**	120	x	\$0.03729	=	\$0.00	\$0.00	\$372.90
2016	5**	0	x	\$0.03729	=	\$0.00	\$0.00	\$372.90
2017	6***	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$454.94
2018	7***	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$536.98
2019	8***	2,000	x	\$0.03729	=	\$74.58	\$82.04	\$619.01

*Participants achieve 100% vested status after five years.

**Break in Service (less than 200 hours).

***Only the hours after a Break in Service are considered for the 10% increase.

Early Retirement Pension Benefit



EARLY RETIREMENT PENSION BENEFIT CATEGORIES

For those Participants who choose to retire prior to attaining the requirements for the Normal Retirement Pension Benefit, three Early Retirement Pension Benefit options are available to them:

- A Unreduced Early Retirement Pension Benefit**
- B Reduced Early Retirement Pension Benefit**
- C Special Reduced Early Retirement Pension Benefit**

UNREDUCED EARLY RETIREMENT PENSION BENEFIT

If a Participant has at least 30 Qualified Years and wants to retire before age 65, he/she may receive an Unreduced Early Retirement Pension Benefit (100% of the Normal Retirement Pension Benefit) if one of the following requirements is met:

- ▶ **Age 60 with at least 60,000 Credited Hours;**
- ▶ **Age 61 with at least 55,000 Credited Hours; or**
- ▶ **Age 62 to 64 with at least 50,000 Credited Hours.**

For purposes of determining eligibility for Unreduced Early Retirement, forfeited Credited Hours and forfeited Qualified Years will be counted. However, hours prior to a withdrawal of any Employee Contributions will not be counted if such withdrawal is not repaid with interest to the Pension Plan in accordance with the Pension Plan's rules.

QUICK TIP

WANT TO LEARN MORE ABOUT QUALIFIED YEARS OR CREDITED HOURS?

See the Glossary of Terms starting on [page 41](#).



Early Retirement Pension Benefit

REDUCED EARLY RETIREMENT PENSION BENEFIT

Participants may retire with a Reduced Early Retirement Pension Benefit as early as age 55. However, monthly early retirement benefits will be lower than a Normal Retirement Pension Benefit, depending on the Participant's age at retirement.

Eligibility for a Reduced Early Retirement Pension Benefit includes the following requirements:

- ▶ **Participants age 55 to 64 must have earned 20 or more Qualified Years; or**
- ▶ **Participants age 62 to 64 must have earned 10 or more Qualified Years.**

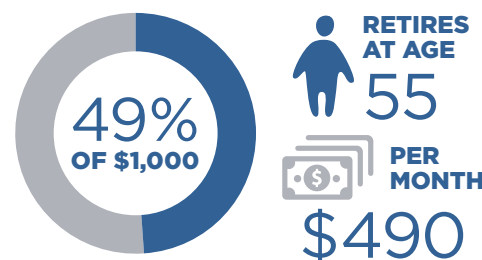
The Reduced Early Retirement Pension Benefit will be computed by applying the benefit factors in the following chart to the Normal Retirement Pension Benefit under the Life Annuity Benefit that would have been payable at Normal Retirement Age.

AGE	64	63	62	61	60	59	58	57	56	55
% FACTOR	92.5	86.0	80.0	74.5	69.0	64.0	59.5	55.5	52.0	49.0

CASE STUDY

If a Participant's pension benefit at the Normal Retirement Age of 65 is \$1,000 per month under a Life Annuity Benefit, and he/she retires at age 55, the monthly pension benefit is calculated at 49% of \$1,000, which equals a \$490 per month benefit.

NORMAL RETIREMENT AGE BENEFIT IS \$1,000 PER MONTH



SPECIAL REDUCED EARLY RETIREMENT PENSION BENEFIT

Participants who are ages 55 through 59 and who have earned at least 30 Qualified Years and at least 60,000 Credited Hours may be eligible for a Special Reduced Early Retirement Pension Benefit. The monthly benefit will be less than what would be received at Normal Retirement Age, but higher than what would be received from a Reduced Early Retirement Pension Benefit.

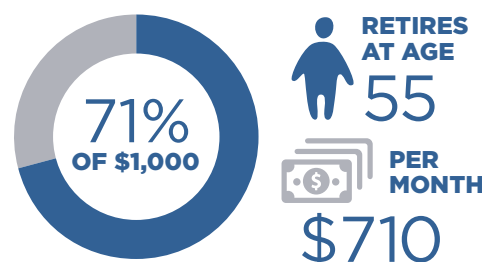
For purposes of determining eligibility for a Special Reduced Early Retirement Pension Benefit, forfeited Credited Hours and forfeited Qualified Years will be counted. However, hours and years prior to a withdrawal of any Employee Contributions will not be counted if the withdrawal is not repaid with interest to the Pension Plan in accordance with Pension Plan rules.

A Participant's Special Reduced Early Retirement Pension Benefit will be calculated by applying the benefit factors listed in the following chart to the Participant's Normal Retirement Pension Benefit under the Life Annuity Benefit that would have been payable at Normal Retirement Age.

CASE STUDY

If a Participant's pension benefit at the Normal Retirement Age of 65 is \$1,000 per month under a Life Annuity Benefit, and he/she retires at age 55, the monthly pension benefit is calculated at 71% of \$1,000, which equals a \$710 per month benefit.

NORMAL RETIREMENT AGE BENEFIT IS \$1,000 PER MONTH



AGE	59	58	57	56	55
% FACTOR	92.8	86.2	80.4	75.4	71.0

Disability Retirement Pension Benefit



A Disability Retirement Pension Benefit is available to a Participant of any age who is disabled, as defined under the Pension Plan's guidelines, and has met the required Qualified Hours and Qualified Years of the Pension Plan. Special rules may be applicable to a Participant who is terminally ill or is subject to the Social Security Administration's Compassionate Allowances program. Participants who wish to learn more about this program should contact the Plans.

ELIGIBILITY

A Participant may be eligible to receive a Disability Retirement Pension Benefit if all of the following required conditions are met:

- ▶ The Participant has become disabled, which prevents him/her from engaging in any gainful employment.
- ▶ The Participant is not a Break in Service Participant.
- ▶ The Participant has accumulated at least 10 Qualified Years, including service prior to a withdrawal of Employee Contributions, unless the service is forfeited under the Break in Service rules.
- ▶ The Participant has worked at least 10,000 Credited Hours, including service prior to a withdrawal of Employee Contributions, unless the service is forfeited under the Break in Service rules.
- A disabled Participant who does not have 10 Qualified Years and 10,000 Credited Hours may continue to work until the tenth Qualified Year and 10,000 Credited Hours are achieved, if possible, while continuing to satisfy the Social Security Administration's requirements for disability. The disability Retirement Date will be the first of the month following the month the tenth Qualified Year and 10,000 Credited Hours are reached. However, there will not be any retroactive payments made prior to the disability Retirement Date. Any hours worked after the disability Retirement Date will be subject to the Re-employment Rules.
- ▶ A Participant's total and permanent disability has been at least six months in duration.
- ▶ A Participant may not have retired under any other provision of the Pension Plan. However, a Participant may convert an Early Retirement Pension Benefit to a Disability Retirement Pension Benefit, if the Participant applies for Social Security disability benefits within two years of his/her Early Retirement Date, and the Social Security Administration determines that his/her disability began prior to his/her Early Retirement Date. The Participant must submit proof of his/her Social Security disability benefit application and award to the Plans.
- ▶ The Participant has a Social Security disability award. However, in lieu of a Social

Security disability award, the Plans' Benefits/Appeals Committee may rely on a physician's certification in certain circumstances. The certification may also be for the purpose of waiving the required six-month period of disability. The Benefits/Appeals Committee may require an examination by a physician of its choice. The certification and/or examination must show that:

- The Participant is terminally ill with a life expectancy of less than two years; and
- Because of this illness, the Participant cannot engage in any gainful employment.
- Participants who are not terminally ill and have applied for, but have not yet received a Social Security Administration award, may apply for a disability retirement if their illness is included in the Social Security Administration Compassionate Allowances program.

BENEFIT AMOUNT

The amount of the Disability Retirement Pension Benefit is the same amount as the Normal Retirement Pension Benefit under the Life Annuity Benefit payment type. The benefit payable during the Participant's lifetime will be reduced if the Participant elects an option with a survivor benefit.

Credited Hours and Qualified Years prior to a withdrawal of Employee Contributions are only included in determining the benefit amount if:

- ▶ The withdrawal is repaid with interest to the Pension Plan in accordance with its rules within the allowable time period; and

- ▶ The Participant had at least two Qualified Years after the year of repayment.

CONTINUING PROOF OF DISABILITY REQUIREMENT

Social Security Disability Benefit Coordination

The Participant must provide proof of continuing Social Security disability benefits. If a Participant receives a Disability Retirement Pension Benefit under the Pension Plan and his/her Social Security disability benefit stops, the Disability Retirement Pension Benefit will stop as well. In the event the Social Security disability benefit ceases or the Participant returns to work in the Industry, he/she must notify the Plans immediately of the change of status. Participants must provide notice from the Social Security Administration that his/her benefits have ceased. If a Participant fails to notify the Plans of a change of disability status, an overpayment to the Participant may result. Re-application for Pension Plan benefits can be made when the Participant becomes eligible for Early, Normal or Late Retirement.

Terminal Illness

A Participant who qualifies for

a Disability Retirement Pension Benefit under the terminal illness provision of the Pension Plan in lieu of the Social Security Disability Award is required to provide proof of continuing disability.

DISABILITY OVERPAYMENT

If the Social Security Administration indicates that the Participant's benefits lapsed for any period of time, or if a Participant who previously qualified under the terminal illness provision has since recovered from the illness, the Pension Plan has a fiduciary obligation to recover from the Participant any overpayments plus interest, for the period in which the benefits lapsed.

The overpayment balance will be recovered at the maximum rate permitted by applicable law. In order to receive a Disability Retirement Pension Benefit after such a lapse, a Participant must provide a new Social Security benefit award, and he/she will have to reapply for a new Disability Retirement Pension Benefit based on the new Social Security benefit award. If a Participant is not awarded Social Security disability benefits again, he/she must immediately reimburse any outstanding overpayment balance.



Late Retirement Pension Benefit

Some Participants may choose to work beyond the Normal Retirement Age. Postponement of retirement beyond the Normal Retirement Age will increase the Participant's benefit amount available at retirement. Increases are determined on each subsequent January 1 following the Participant's Normal Retirement Date. If the Participant has not retired by April 1 following the year in which he/she reaches age 70½ (but may defer), minimum distribution rules apply.

LATE RETIREMENT PENSION BENEFIT

The Late Retirement Pension Benefit of a Participant who commences his or her pension after age 65 will be the greater of:

- ▶ The Normal Retirement Pension Benefit, including all accrued benefits through Late Retirement; or
- ▶ The Normal Retirement Pension Benefit, including yearly actuarial increases calculated throughout Late Retirement. Yearly actuarial increases of 1.2% per month apply to all Employee-Derived Benefits as well as Employer-Derived Benefits (for any month in which the Participant did not work or was not guaranteed 50 or more hours in the Industry). The actuarial increase of 1.2% per month is compounded annually.

CASE STUDY

A Participant has more than 10 Qualified Years and is eligible for a \$1,000 per month Pension Plan benefit at Normal Retirement Age, but chooses not to retire. Of the \$1,000 per month Pension Plan benefit, \$100 is an Employee-Derived Benefit and \$900 is an Employer-Derived Benefit. The following year, the Participant worked 1,000 hours and earned an additional \$49.72 per month benefit. However, for seven of these months, the Participant worked less than 50 hours in the Industry. At age 66, the Participant makes an appointment with a retirement counselor and selects the following January 1 as his/her official Retirement Date. At age 66, the Participant's monthly benefit is \$1,090.00 per month, which equals the greater of:

			HOURS	X	RATE		TOTAL
Accrued Benefit Through Normal Retirement Age							= \$1,000.00
Additional Accrued Benefit							= \$49.72
							\$1,049.72
OR							
			ACTUARIAL INCREASE	X	MONTHS ELIGIBLE FOR ACTUARIAL INCREASE		TOTAL
Normal Retirement Pension	\$1,000.00						\$1,000.00
Employee-Derived Benefit	\$100.00	X	1.2%	X	12	=	\$14.40
Employer-Derived Benefit	\$900.00	X	1.2%	X	7	=	\$75.60
							\$1,090.00 (GREATER THAN \$1,049.72)

REQUIRED MINIMUM DISTRIBUTION PAYMENTS

All Participants are required to receive a Late Retirement Pension Benefit no later than the April 1 following the year they reach age 70½, but may defer the commencement date to April 1 of the year following attainment of the applicable age. The "applicable age" is age 72 for persons who attain age 72 on or before December 31, 2022,

73 for persons who attain age 72 after December 31, 2022 and age 75 for persons who attain age 74 after December 31, 2032. Participants are notified of their Required Minimum Distribution status approximately two months before their beginning date. Participants who do not respond by the required beginning date are defaulted into the Qualified Joint & 50% Survivor Annuity Benefit, if married, or a Life Annuity Benefit, if not married. Although

this payout is legally required, a Participant may continue to earn benefits on additional Credited Hours worked beyond the date required minimum distributions begin. A Participant with fewer than 20 Qualified Years must work a full Qualified Year (400 Credited Hours) in order to earn additional benefits. Any monthly benefit adjustments will be determined on an annual basis. On each subsequent April 1, retroactive to January 1, the

Late Retirement Pension Benefit

amount of the benefit may be increased. This is the case if the Participant's additional total accrual since the benefit commencement date is greater than the actuarial equivalent of the Employer-Derived Benefit paid to the Participant in the months since the benefit commencement date in which he/

she worked or was guaranteed 50 or more hours. The amount of the additional benefit is the additional accrual less the actuarial value of the Employer-Derived Benefit.

However, if the Participant's additional total accrual since the benefit commencement date is less

than the actuarial equivalent of the Employer-Derived Benefit paid to the Participant in the months since the benefit commencement date in which the Participant worked or was guaranteed 50 or more hours, then there will be no increase to the Participant's benefit.

REQUIRED MINIMUM DISTRIBUTION ACCRUAL

Example 1:

Shows additional accrual because each year's Cumulative Accruals are greater than the Actuarial Equivalent Value of the benefit payments made.

EFFECTIVE DATE	A EMPLOYEE DERIVED BENEFIT	B EMPLOYER DERIVED BENEFIT	C TOTAL BENEFIT (A+B)	D ADDITIONAL YTD ACCRUALS (HRS. x RATE)	E CUMULATIVE ACCRUALS	F MONTHS OF SUSPENDIBLE SERVICE	G ACTUARIAL EQUIVALENT VALUE (BxF/GAM*)	H ANNUAL ADJUSTMENTS (E+G)	I NEW PAYMENT ON EFFECTIVE DATE (C+H)
4/01/18	\$4.56	\$206.02	\$210.58	\$0.00	\$0.00	0	\$0.00	\$0.00	\$210.58
1/01/19	\$4.56	\$206.02	\$210.58	\$27.47	\$27.47	2	(\$4.89)	\$22.58	\$233.16
1/01/20	\$4.56	\$228.60	\$233.16	\$31.06	\$58.53	5	(\$19.05)	\$39.48	\$272.64
1/01/21	\$4.56	\$268.08	\$272.64	\$28.41	\$86.94	6	(\$40.05)	\$46.89	\$319.53
1/01/22	\$4.56	\$314.97	\$319.53	\$30.00	\$116.94	8	(\$50.00)	\$66.94	\$386.47

Example 2:

Shows no accrual because each year the value of the benefit payments made is greater than the Cumulative Accruals.

EFFECTIVE DATE	A EMPLOYEE DERIVED BENEFIT	B EMPLOYER DERIVED BENEFIT	C TOTAL BENEFIT (A+B)	D ADDITIONAL YTD ACCRUALS (HRS. x RATE)	E CUMULATIVE ACCRUALS	F MONTHS OF SUSPENDIBLE SERVICE	G ACTUARIAL EQUIVALENT VALUE (BxF/GAM*)	H ANNUAL ADJUSTMENTS (E+G)	I NEW PAYMENT ON EFFECTIVE DATE (C+H)
4/01/18	\$487.67	\$2,723.05	\$3,210.72	\$0.00	\$0.00	0	\$0.00	\$0.00	\$3,210.72
1/01/19	\$475.96	\$2,734.76	\$3,210.72	\$83.77	\$83.77	2	(\$283.65)	\$0.00	\$3,210.72
1/01/20	\$470.76	\$2,739.96	\$3,210.72	\$82.85	\$166.62	5	(\$580.73)	\$0.00	\$3,210.72
1/01/21	\$465.56	\$2,745.16	\$3,210.72	\$81.94	\$248.56	6	(\$891.70)	\$0.00	\$3,210.72
1/01/22	\$460.50	\$2,750.22	\$3,210.72	\$80.00	\$328.56	8	(\$912.68)	\$0.00	\$3,210.72

* GAM: Group Annuity Mortality Table

RETIREMENT AFTER COMMENCING REQUIRED MINIMUM DISTRIBUTION PAYMENTS

Participants who receive a Required Minimum Distribution are not considered retired until they apply for retirement and refrain from working in the Industry during the

first two months after their selected Retirement Date.

In addition, upon retirement, a Participant must work 870 hours to earn additional benefits and will not be eligible for retiree benefit increases (if the Board of Directors adopts such an increase and it is in

the same form as past increases). A Participant will be eligible for benefit increases for active Participants (if the Board of Directors adopts such an increase and it is in the same form as past increases) unless there is a Break in Service.

Pension Plan Benefit Payment Options

Upon retirement, a Participant is required to select a Pension Plan benefit option. When a Participant applies to receive his/her Pension Plan benefit, he/she will be advised of the anticipated monthly payment amount associated with each type of Pension Plan benefit option available to him/her. At that point, a selection is required. The options available to Participants are as follows:



Married Participants

- ▶ Life Annuity Benefit
- ▶ Qualified Joint & 50% Survivor Annuity Benefit
- ▶ Joint & 100% Survivor Annuity Benefit
- ▶ Joint & 75% Survivor Annuity Benefit
- ▶ Joint & 50% Pop-up Annuity Benefit
- ▶ Joint & 100% Pop-up Annuity Benefit
- ▶ Ten-Years-Certain and Life Annuity Benefit



Unmarried Participants

- ▶ Life Annuity Benefit



Unmarried Participants With Children

- ▶ Life Annuity Benefit
- ▶ Ten-Years-Certain and Life Annuity Benefit

BASIC PENSION PLAN BENEFIT PAYMENT TYPES

Life Annuity Benefit

This selection provides a monthly lifetime benefit payment to the Participant, except as stipulated in the re-employment rules. No benefit will be paid to any survivor.

Qualified Joint & 50% Survivor Annuity Benefit

The Employee Retirement Income Security Act of 1974 (ERISA) requires a married Participant to retire with a Qualified Joint & 50% Survivor Annuity Benefit, unless the Participant elects another available option with his/her spouse's written consent.

Under this option, the Participant will receive a reduced benefit based on his/her age and the age of his/her spouse. A monthly benefit will be paid for the duration of the Participant's life, except as provided by the re-employment rules. In the event of the Participant's death, a lifetime monthly benefit will continue to be paid to his/her surviving spouse

equal to half of the monthly benefit received by the Participant while living.

Regardless of whether or not the Participant divorced or remarried during his/her retirement, the Joint & 50% Survivor Annuity Benefit must be paid to the surviving spouse who was married to the Participant on the Participant's Retirement Date or date Required Minimum Distributions commence.

In the event the Participant's spouse died first, but after the Participant's Retirement Date, the Joint & 50% Survivor Annuity will continue for the Participant's lifetime at the same lower monthly amount. No benefit will be paid to any survivor, including a new spouse if the Participant remarries after retirement.

OPTIONAL PENSION PLAN BENEFIT PAYMENT TYPES

Joint & 100% Survivor Annuity Benefit

This option is similar to the Qualified Joint & 50% Survivor

Annuity Benefit except that there is no reduction in the benefit to the Participant's surviving spouse in the event of the Participant's death. For this reason, the benefit payment during the Participant's lifetime is lower than that received through the Qualified Joint & 50% Survivor Benefit.

If a Participant who has been married for at least one year elects the Joint & 100% Survivor Annuity Benefit during the 90-day period prior to the benefit commencement date and dies before the actual Retirement Date, his/her surviving spouse will be entitled to the Joint & 100% Survivor Annuity Benefit.

Joint & 75% Survivor Annuity Benefit

This option is similar to the Qualified Joint & 50% Survivor Annuity Benefit except that there is less of a reduction in benefit to the Participant's surviving spouse in the event of the Participant's death. For this reason, the benefit payment during the Participant's lifetime is lower than that received through

Pension Plan Benefit Payment Options

TEN YEARS CERTAIN AND LIFE FACTORS

► Reduced Early Retirement Pension

AGE	% FACTOR
65	94.9
64	88.4
63	82.5
62	77.1
61	69.0
60	64.4
59	60.2
58	56.4
57	52.5
56	49.8
55	47.1

► Unreduced Early Retirement Pension

AGE	% FACTOR
65	94.9
64	95.6
63	95.9
62	96.4
61	92.6
60	93.3

► Special Reduced Early Retirement Pension

AGE	% FACTOR
59	87.3
58	81.7
57	76.1
56	72.2
55	68.2

the Qualified Joint & 50% Survivor Annuity Benefit. In the event of the Participant's death, a lifetime monthly benefit will continue to be paid to the surviving spouse equal to 75% of the monthly benefit received by the Participant while living.

If a Participant who has been married for at least one year elects the Joint & 75% Survivor Annuity Benefit during the 90-day period prior to the benefit commencement date and dies before the actual Retirement Date, his/her surviving spouse will be entitled to the Joint & 75% Survivor Benefit.

Joint & 50% Pop-up Annuity Benefit

This option pays the Participant a monthly lifetime benefit, except as provided by the re-employment rules. In the event of the Participant's death, a monthly benefit continues to the spouse the Participant was married to at the time of retirement. The benefit is equal to 50% of the monthly amount received by the Participant before death. However, if the spouse pre-deceases the Participant after the Retirement Date, the monthly benefit payable to the Participant will "pop-up" to the amount the Participant would have received had he/she elected a Life Annuity Benefit. The monthly benefit paid to the Participant at retirement is lower than the Life Annuity and the Qualified Joint & 50% Survivor Annuity Benefit.

Joint & 100% Pop-up Annuity Benefit

The Joint & 100% Pop-up Annuity Benefit is similar to the Joint & 50% Pop-up Annuity Benefit except that the monthly benefit payable to the surviving spouse will be the same as the amount paid

to the Participant. If the spouse pre-deceases the Participant after the Retirement Date, the monthly benefit payable to the Participant will also "pop-up" to the higher Life Annuity Benefit. The monthly benefit payable to the Participant at retirement is lower than the Joint & 100% Survivor Annuity Benefit.

If a Participant who has been married for at least one year elects the Joint & 100% Pop-up Annuity Benefit during the 90-day period prior to the benefit commencement date and dies before the actual Retirement Date, his/her surviving spouse will be entitled to the 100% Pop-up Annuity Benefit.

Ten-Years-Certain and Life Annuity Benefit

If a Participant selects this option, he/she will receive a monthly lifetime benefit, except as provided by the re-employment rules. The annuity benefit under this option is reduced so that it is actuarially equivalent to the amount of the Life Annuity Benefit based on the age of the Participant at the time of retirement or commencement of Minimum Distributions. A Reduced Early Retirement Pension Benefit under the Ten-Years-Certain and Life Option will be computed by applying the applicable benefit factor to the Participant's Normal Retirement Pension Benefit under the Life Annuity Benefit payable at age 65. Additional factors apply if the Participant is older than age 65. Other factors apply to Unreduced Early Pension Benefits and Special Reduced Early Retirement Pension Benefits under the Ten-Years-Certain and Life Option.

In the event of the Participant's death within 10 years of his/

her Retirement Date (or receipt of Minimum Distributions), the Beneficiary will receive the same monthly amount for the remainder of the 10-year period. Following this 10-year period, the benefit payments to the Beneficiary will permanently cease.

If the Participant dies after the 10-year period following the Retirement Date, no benefit payments will be provided to the Beneficiary.

If, after electing the Ten-Years-Certain and Life Annuity Benefit option, the Participant dies within 30 days of his/her selected Retirement Date, his/her designated Beneficiary will be entitled to the benefit for 10 years commencing on the selected Retirement Date. This rule does not apply if the Participant designated his/her spouse as Beneficiary unless the Participant had not been married to his/her spouse for at least 365 days. However, if the Participant has been married at least one year, this Ten-Years-Certain and Life Annuity Benefit will not be paid to his/her spouse unless the spouse elects to waive the Death Benefit after the Participant's death.

In the event the Participant dies after retirement (or commencement of Minimum Distributions) and before the expiration of the 10-year period, and his/her designated Beneficiaries also die within the 10-year period, the Board of Directors may designate a Beneficiary or Beneficiaries, limited to the Participant's spouse and/or child(ren).

If the Participant retires under this option and is re-employed, the 10-year period shall not be increased by the re-employment period.

The Participant can only designate his/her spouse and/or child(ren) as the Beneficiaries for this payment type.

Lump Sum Payments

Pension Plan benefits of Vested Participants are usually paid as a monthly payment at retirement. However, if the present value of the Pension Plan benefit (including the monthly benefit derived from Unclaimed Vacation & Holiday Pay) is \$5,000 or less, the benefit will be automatically paid in a single lump sum. If the amount is at least \$5,000 but not more than \$10,000, the Participant may elect, with spousal consent, to take the entire value of the benefit in a single lump sum.

All lump sum distributions made to Participants are subject to 20% IRS income tax withholding. Also, if the lump sum is paid before the Participant reaches age 59½, there may be an additional 10% penalty tax. To avoid tax withholding and penalties, you may elect to have the lump sum paid as a direct rollover to an Individual Retirement Account (IRA), a Roth IRA or to another qualified plan.

If the Participant does not elect either to receive or to roll over the distribution and a lump sum distribution (over \$1,000, but not more than \$5,000) can be paid to the Participant without the Participant's consent, then the Participant's distribution must be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund).

The IRA provider will charge the Participant's account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. The Participant may transfer the IRA funds, at any time and without cost, to any other IRA the Participant chooses. Participants may contact the Plans for further information regarding the automatic rollover provisions, the IRA provider and the fees and expenses associated with the IRA.

LUMP SUM PAYMENTS

AT-A-
GLANCE



\$5-10K

**PENSION PLAN
BENEFIT
CAN BE PAID IN A
SINGLE LUMP SUM**



\$5,000

**OR LESS
AUTOMATICALLY
PAID IN A
SINGLE LUMP SUM**



**SUBJECT TO
20%
IRS INCOME
TAX
WITHHOLDING**



To avoid tax withholding and penalties, you may elect to have the lump sum paid as a direct rollover to an IRA, a Roth IRA or to another qualified plan.

Re-Employment of a Retired Participant

It is not uncommon for a Participant to retire and later take on new work in the Industry. Special rules apply to a Participant's re-employment with respect to earning additional Qualified Years, retirement benefits and eligibility for benefits. Failure to follow these rules could result in the Participant having to return all or part of his/her pension payment.



paid for the months in which the Participant worked or was guaranteed 50 or more hours.

EMPLOYMENT VERIFICATION

The Plans may require verification from the Participant's Industry Employer that the Participant has not worked in the Industry for a period of two months. The Participant may also be required to complete an affidavit affirming that he/she has not worked in the Industry for a period of two months.

TEACHING OR TRAINING HOURS

Teaching or training hours worked do not constitute re-employment of a Retired Participant and do not affect suspension of benefits.

RETIRED FROM THE INDUSTRY

A Participant is considered retired from the Industry when he/she:

- ▶ Files for retirement on the form provided by the Plans; and
- ▶ Does not work in the Industry for any Employer or have a Month of Suspendible Service during the first two months commencing with his/her selected Retirement Date.

RE-EMPLOYMENT DURING THE FIRST TWO CALENDAR MONTHS OF RETIREMENT

Participants who retire from the Industry and then return to work in it during the first two months of their retirement will have their monthly Pension Plan payments

suspended until the Participant completes two consecutive calendar months with no Industry work performed.

The Pension Plan payment amount, when it restarts, will be adjusted as follows:

- ▶ The same monthly amount paid to the Participant, when he/she originally retired, plus
- ▶ Any increases in benefits earned after the Retirement Date as a re-employed Retired Participant, plus
- ▶ Any benefits not paid in months the Participant was guaranteed or worked in the Industry less than 50 hours, minus
- ▶ Any overpayments of Employer-Derived Benefits previously

RE-EMPLOYMENT POST-RETIREMENT ON OR AFTER AUGUST 1, 1986

If a Participant works a Month of Suspendible Service (see the Glossary of Terms for a definition of Month of Suspendible Service) in the two months following his/her Retirement Date, he/she will only be entitled to the monthly Employee-Derived Benefit for that month. The Participant will permanently forfeit the Employer-Derived Benefit portion of his/her Pension Plan benefit for that month.

Monthly Pension Plan benefit payments will resume within 90 days of the Plans verifying that there has not been a

Month of Suspendible Service for two consecutive months. Monthly Pension Plan benefit payments will be re-evaluated for any adjustment necessary as well as any overpayment or underpayment during the period of re-employment. There is no suspension of benefits for any month beginning on or after April 1 following the year the participant attains age 70 1/2 regardless of the number of hours worked. This rule applies even if the Participant defers Required Minimum Distributions.

UNREDUCED EARLY RETIREMENT PENSION BENEFIT

For those Participants who have selected an Unreduced Early Retirement Pension Benefit, the following applies for Re-employment:

- ▶ If a Participant retires having selected an Unreduced Early Retirement Pension Benefit and works a Month of Suspendible Service, the Employer-Derived portion of the monthly benefit will be forfeited.
- ▶ If the Participant works 400 or more Credited Hours in a Computation Year prior to reaching age 65, all future monthly Pension benefits will be forfeited until the month following the Participant's 65th birthday.

DISABILITY RETIREMENT PENSION BENEFIT

Special rules apply to Participants who are receiving a disability benefit and return to work. In general, if a Participant is entitled to Social Security disability benefits during re-employment, the

Participant will also be entitled to a Disability Retirement Pension Benefit under the Pension Plan. If a Participant works a Month of Suspendible Service while receiving a Disability Pension, he/she will only be entitled to the monthly Employee-Derived portion of the benefit for that month. The Participant will permanently forfeit the Employer-Derived portion of his/her benefit for that month.

For those Participants younger than age 70½ who are receiving a Disability Retirement Pension Benefit, the monthly benefit will be forfeited if the Participant ceases to be eligible for Social Security disability benefits, or if he/she qualified for a Disability Pension Benefit due to terminal illness and subsequently recovers, or works due to re-employment (in and out of the Industry) or for any other reason.

REQUIRED MINIMUM DISTRIBUTION PAYMENTS FOR RE-EMPLOYED RETIRED PARTICIPANTS

If a Participant who has retired returns to work in the Industry, he/she may work unlimited hours and still receive a monthly Pension Plan benefit beginning on the April 1 following the year the Participant reaches age 70½.

Note:

Any benefits earned while re-employed will be offset by the actuarial value of the monthly payments made for Months of Suspendible Service.

Example:

Assume a Participant who has retired receives a monthly Pension Plan benefit of \$1,000, of which \$100 is Employee-Derived and \$900 is Employer-Derived. The Participant works one thousand

(1,000) hours in a Computation Year and earns an additional benefit of \$49.72 ($\$0.04972 \times 1,000$). For each month the Participant works 50 or more hours, the Employer-Derived Benefit paid during the month will be totaled for the year.

The total has an actuarial value, which will be used to offset the additional \$49.72 benefit earned. If the actuarial value (based on the Participant's current age, spouse's age if applicable, and benefit option chosen) is \$20, the \$20 is subtracted from \$49.72, and the Participant's additional pension benefit earned for that Computation Year would be \$29.72. The Participant's Pension benefit for the next year would be \$1,029.72 per month. See [page 22](#) for additional details.

Additional benefits accrued are recalculated annually. If the actuarial value is greater than the accrued benefits, the previous benefit will remain unchanged.

BENEFITS EARNED DURING RE-EMPLOYMENT

A Participant who has retired can receive additional benefits if he/she earns 870 or more Credited Hours in a Computation Year after retirement. If the Participant's retirement occurred before age 65, these benefit adjustments are accrued and will not be made until the month after the Participant reaches age 65.

With new benefits earned after age 65, the adjustment will be made, if applicable, after the annual benefit reevaluations are completed, retroactive to the beginning of each Plan Year.

Pension Plan Contributions

There are various sources of contributions to the Pension Plan. These include Employer Contributions and Unclaimed Vacation (UV) and Holiday Pay (HP).

EMPLOYER CONTRIBUTIONS

There are two sources of Employer Contributions for the Pension Plan:

- ▶ A specifically-defined dollar amount for each hour worked or guaranteed by the Collective Bargaining Agreement in effect. Special rules apply for on-call and Non-Affiliate Employees, and for Unions that have merged into the Pension Plan.
- ▶ A portion of Supplemental Markets receipts (only if the Active Employees' Health Plan is sufficiently funded). In general, the Contribution is the amount determined by the Plans' actuaries as necessary to pay for any required Contributions that are not otherwise funded. (The additional 13th and 14th benefit increase payments made to Retired Participants at the discretion of the Board of Directors are not included in this calculation.)

EMPLOYEE CONTRIBUTIONS, UNCLAIMED VACATION (UV) & HOLIDAY PAY (HP)

Prior to October 28, 1990, Participants in the Pension Plan were required to make Employee Contributions that were credited directly to the Participant who made the contribution. Currently, compound interest is credited on all of the Employee Contributions that have not been withdrawn by Participants. The current rate of interest for each year will be equal to 120% of the federal mid-term rate in effect for the year



as determined in accordance with IRS rulings. However, no interest is earned after the date a Participant's Pension Plan or death benefits start.

Beginning on October 28, 1990, except for UV and HP, no Participant Contributions are required or permitted under the Pension Plan.

Employers may transfer UV and HP to the Pension Plan based on the terms of the applicable Collective Bargaining Agreement.

PARTICIPANTS NOT VESTED IN THE PENSION PLAN ACCRUED BENEFIT

A Participant who is not Vested

and has either left the Industry or incurred a Break in Service may be entitled to a refund of Employee Contributions, including UV and HP, plus any interest accrued. A withdrawal of Employee Contributions by a non-Vested Participant may result in a permanent forfeiture of the pension accrued benefit which may affect future vesting under the plan should the Participant choose to return to work in the Industry. A Participant may choose not to withdraw Employee Contributions (including UV and HP) and thus continue earning interest on those Contributions until he/she retires.

Form of Benefit

If a Participant is not Vested in the Pension Plan accrued benefit, his/her UV and HP, including interest, will be paid as follows:

- ▶ If the distributable amount is less than or equal to \$5,000, then the benefit is paid as a lump sum.
- ▶ If the distributable amount is more than \$5,000, the benefit may be paid as either a lump sum or an equivalent monthly annuity benefit. Spousal consent is required on the lump sum election if the Participant is married at the time of the distribution. The available forms of the monthly annuity are a Life Annuity or a Joint and 50% Survivor Annuity.

Benefit Commencement

Participants who are not Vested in the Pension Plan accrued benefit may apply for the UV and HP benefit when they:

- ▶ Are on a Break in Service;
- ▶ File an application for withdrawal of Employee Contributions upon leaving employment in the Industry;
- ▶ Become covered by certain private retirement plans; or
- ▶ Retire.

How To Apply

A Participant who has not yet Vested, but chooses to leave the Industry, should follow these steps to withdraw his/her Employee Contributions from the Pension Plan:

- ▶ Submit a completed Withdrawal Form to the Plans;
- ▶ Refrain from working in the Industry for three months after submitting the Withdrawal form (the Plans will verify this after the Withdrawal form has been submitted); and
- ▶ The refund will be made within 60 days of the completion of the aforementioned three-month period.

PARTICIPANTS VESTED IN THE PENSION PLAN

Vested Participants cannot withdraw Employee Contributions, but they may, however, take a withdrawal of their UV and HP account balance upon fulfilling certain conditions.

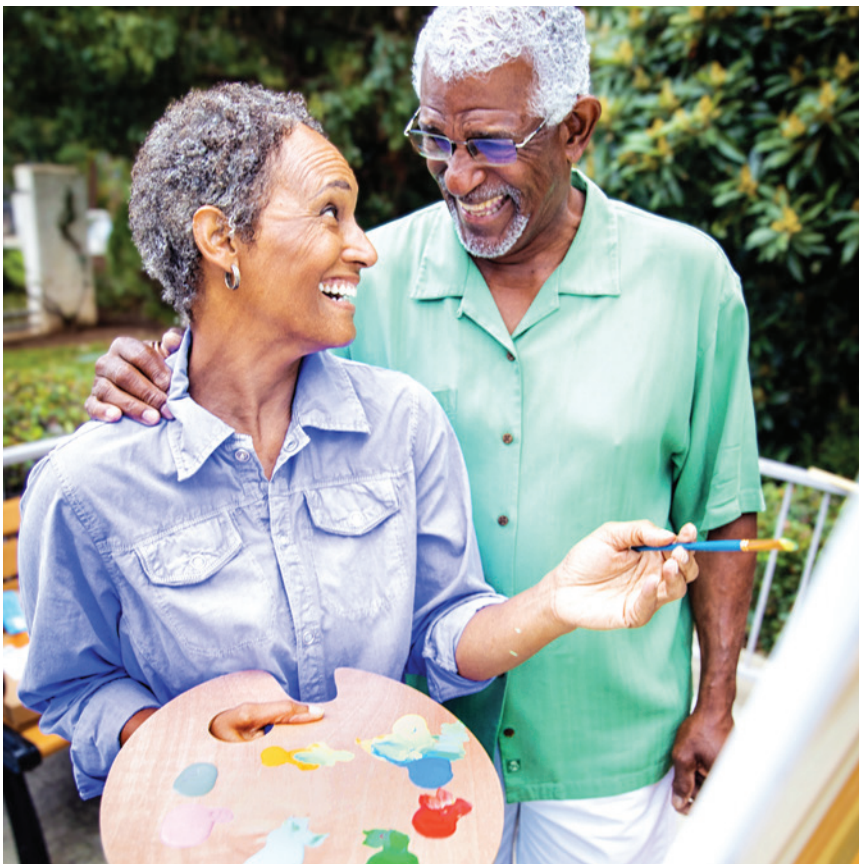
Form of Benefit

The UV and HP, including interest, will be paid as follows:

- ▶ If the distributable amount of the UV and HP is less than or equal to \$5,000, then the benefit is paid as a lump sum.
- ▶ If the distributable amount of the UV and HP is more than \$5,000, the benefit may be paid as either a lump sum or an equivalent monthly annuity benefit. Spousal consent is required on the lump sum election if the Participant is married at the time of the distribution. The available forms of the monthly annuity are a Life Annuity or a Joint and 50% Survivor Annuity.

Benefit Commencement

A Vested Participant may elect to receive a lump sum of only



Pension Plan Contributions

the UV and HP benefit upon incurring one of the following events:

- ▶ Participant is on a Break in Service.
- ▶ Participant retires.
- ▶ Other conditions as may be specified in the Trust Agreement.

How To Apply

- ▶ Participants who meet one of the criteria may request to withdraw their UV and HP amounts by requesting a withdrawal application from the Plan office.

Note:

The payments attributable to UV and HP will neither be affected by benefit increases, nor be subject to suspension or forfeiture if re-employed in the Industry.

EFFECT OF WITHDRAWAL

A Participant who is not Vested and who withdraws his/her Employee Contributions will lose credit for all Credited Hours and Qualified Years earned before the date of the withdrawal.

If the Participant never returns to work in the Industry, this will not affect Pension Plan benefits that were not Vested at the time of the withdrawal. However, if the Participant later returns to work in the Industry, this could have a significant impact on future benefits since all earlier Credited Hours will be lost.

Under certain circumstances, a Participant may buy back earlier service upon return to work in the Industry. Special rules apply



to Forfeiture of Qualified Years and Credited Hours if the Participant is receiving an annuity from his/her Employee Contributions.

Note:

Participants who have not withdrawn their Employee Contributions and are not Vested must receive any outstanding Employee Contributions on the April 1 following the year they reach age 70½ (but may defer).

RETURN (BUY BACK) OF WITHDRAWN CONTRIBUTIONS

Subject to the rules below, a Participant who is not Vested and receives a refund of Employee Contributions with interest may repay the refund (with interest, at rates set forth by the Pension Plan) to the Pension Plan to buy back the benefits earned before the refund. To buy back, the Participant must return to work for an Employer in the Industry.

A buy back will only be allowed if:

- ▶ The refund (with interest) is repaid to the Pension Plan;
- ▶ The benefits earned have not already been forfeited; and
- ▶ The repayment is within five years of the Participant's return-to-work for an Employer in the Industry and before the Participant has five Computation Years without a Vested Year.

Note:

- ▶ Even if Contributions are repaid, earlier Credited Hours will be ignored for purposes of calculating a Disability Benefit Pension, unless two Qualified Years are earned after repayment of Employee Contributions and onset of the disability.
- ▶ No repayment of the amount received from UV and HP, plus accrued interest, is allowed.
- ▶ Special buy back rules apply to periods before December 25, 1988.

Pension Plan Death Benefits

The death benefits available to a Participant's Beneficiaries depend on whether or not the Participant was Vested, and if the Participant had retired at the time of his/her death.

DEATH BENEFIT BEFORE RETIREMENT

If a Participant, who has been married to his/her current spouse for at least 365 days dies prior to retirement, his/her spouse may elect from one of the following Pension Plan benefit options:

- ▶ A Qualified Spouse of a Vested Participant may elect:
 - A monthly benefit in the form of an annuity for the life of the spouse.
 - The amount of this annuity is 50% of the monthly benefit that would have been payable if the Participant had retired and had elected a Qualified Joint & 50% Survivor Annuity Benefit.
 - If the Participant was eligible to retire, the annuity will start on the first of the month after the Participant's death.
 - If the Participant had not reached his earliest Retirement Date, the monthly annuity will be deferred until the Participant's earliest Retirement Date.
 - A lump sum based on the greater of the present value of the annuity described above or the Employee Contributions (plus any accrued interest).
 - To receive the UV and HP in the form of an annuity or a lump sum.
- ▶ A Qualified Spouse of a Participant who is not Vested and who has not withdrawn any Employee Contributions, including UV and HP plus any accrued interest, will automatically be paid in a lump sum if the present value of the benefits payable is \$5,000 or less. If the present value of the benefit is more than \$5,000, the Qualified Spouse may elect one of the following:
 - A monthly annuity over the life of the spouse, which is actuarially equivalent to 50% of the Employee Contributions and interest; or
 - A return of Employee Contributions plus any accrued interest.
- ▶ The Beneficiary of an unmarried Participant (or one who does not have a Qualified Spouse) will receive a lump sum refund of the Employee Contributions, including UV and HP plus any accrued interest, that have not been withdrawn.

DEATH BENEFIT AFTER RETIREMENT

If a Participant elected a benefit payment type with a survivor benefit, the survivor benefits will be paid in accordance with the option elected. In addition, if a Retired Participant dies before receiving benefits, and there are no survivor benefits, the spouse (at the time of retirement) will receive those remaining Employee Contributions, including UV and HP plus any accrued interest, if any, at retirement, less the benefits previously paid to the Participant. If there is no spouse, the named Beneficiary will receive the remaining benefit, employee contributions, including UV and HP plus any accrued interest.

Any benefits that should have been paid to a Participant prior to his/her death (UV and HP, Stale Dated Checks, etc.) are payable to the Participant's Beneficiary under the Pension Plan.

DEATH BENEFIT WHILE PERFORMING MILITARY SERVICE

If a Participant dies while performing Qualified Military Service in accordance with IRS Code §414(u), the Beneficiaries of the Participant are entitled to any benefits, including vesting and survivor benefits, that would have been provided had the Participant resumed employment in the Industry and then terminated employment on account of death. This does not provide for benefit accruals during the period of Qualified Military Service.

PLEASE NOTE

For calculation and benefit payment purposes, the Participant's and spouse's ages, at the date of death and at the date of payment, will be considered.

PLEASE SEE THE DEATH BENEFITS CHECKLIST ON THE FOLLOWING PAGE.



Pension Plan Death Benefits Checklist



All of the following documents will be required before death benefits can be paid:

- ☐ Death certificate
- ☐ Proof of date of birth for the Participant (i.e., birth certificate or passport)
- ☐ Proof of date of birth for the Qualified Spouse, if applicable
- ☐ Marriage certificate, if applicable
- ☐ Birth document for all Beneficiaries (e.g., birth certificate, passport, REAL ID, DD-214 military discharge form, baptismal records, residency card or Certificate of U.S. Naturalization issued by U.S. Citizenship and Immigration Services)
- ☐ Verification of Social Security Numbers for Qualified Spouse and/or all Beneficiaries or completion of IRS Form W-9
- ☐ Copies of complete and final divorce decrees along with marital settlement agreements for any previous spouse(s) during the Participant's participation under the Pension Plan, if applicable
- ☐ Death certificates for all previous spouse(s) during the Participant's participation in the Pension Plan, if applicable

If a Participant dies without a Qualified Spouse or a designated Beneficiary, the following documents will be required in addition to those listed on the left:

- ☐ Contact information for any of the Participant's surviving children, parents or siblings
- ☐ Death certificates for any of the Participant's children, parents or siblings, if applicable

**MOTION PICTURE
INDUSTRY**

INDIVIDUAL
ACCOUNT
PLAN

Individual Account Plan



The Motion Picture Industry Individual Account Plan ("IAP") is a Defined Contribution Plan available to qualified Participants that provides a lump sum or annuity benefit payable to the Participant at retirement or to the Participant's Beneficiaries as a death benefit. This Plan is completely Employer-funded, and in general, all Pension Plan Participants participate in the IAP. Contributions are made by Employers based on the terms of Collective Bargaining Agreements.

RETIREMENT BENEFIT CATEGORIES

There are four categories of retirement benefits under the IAP Plan:

- 1 **Normal Retirement Benefit**
- 2 **Early Retirement Benefit**
- 3 **Disability Retirement Benefit**
- 4 **Late Retirement Benefit**

QUICK TIP

WANT TO LEARN MORE ABOUT BENEFIT CATEGORIES?

See the Glossary of Terms starting on [page 41](#).

VESTING

Any Participant of the IAP who is credited with one or more Credited Hours on or after August 1, 2000 will have a Vested interest in his/her accrued retirement benefit if he/she earned 400 Credited Hours in a single Computation Year.

A Participant who incurs a Break in Service prior to completion of such a Credited Hour on or after August 1, 2000 will not become Vested until he/she earns 400 Credited Hours in a single Computation Year that begins after December 25, 1999.

Note:

Please note that as of August 1, 1979, the IAP's inception date, those Participants Vested under the Pension Plan were automatically Vested under the IAP.

Individual Account Plan Contributions

Employer Contributions fund the IAP; these are Contributions paid to the IAP by Employers on behalf of Affiliated and Non-Affiliated Employees.



EMPLOYER CONTRIBUTIONS

Contributions made by Employers for a Computation Year are allocated annually to those Participants who earned a Qualified Year for that particular Computation Year. Employers may make Contributions to the IAP based on the following:

- 1 Contributions for each Participant are made for every Credited Hour worked or guaranteed, with special rules that apply for on-call Employees.
- 2 Contributions made by Employers to the IAP also generally include a percentage of the covered Participant's compensation, as described in the Compensation-Related Allocation Chart on [page 37](#). The term "compensation" generally means the scale regular basic hourly rate of pay (or the on-call rate,

if applicable) for Affiliate Employees. Certain special definitions apply for Non-Affiliate Employees; these are described in the Compensation-Related Allocation chart.

ANNUAL ALLOCATIONS FOR AFFILIATES

Contributions, net of administrative expenses and forfeitures of Participants' accounts, are allocated to Participants who earned a Qualified Year for that Computation Year. Allocations to individual accounts are made annually. Re-employed Participants who have retired under the terms of the IAP must work at least 870 Credited Hours in a Computation Year after retirement, excluding Credited Hours earned before retirement, to receive an annual allocation. Note that this exceeds the 400 Credited Hours required of active

Participants in order to receive an annual allocation.

While allocations are generally based on Credited Hours, all future allocations for Retired Participants are made by ignoring Credited Hours earned before the Retirement Date in the Computation Year in which a Participant retires. As described later in this section, however, if a Participant has at least 400 Credited Hours before his/her Retirement Date in the Computation Year in which he/she retired, the amount received will be equal to the percent of compensation-related Contributions (and/or, \$.305 per hour employer contributions) made on the Participant's behalf during the Computation Year. The various allocations are described below.

Compensation-related Allocation

This allocation is made only to covered Participants who have a Qualified Year (or 870 hours, if applicable for Re-employed Participants) for the year in question. Covered Participants are only those Participants listed in the Compensation-Related Allocation Chart. The allocation equals a

**WANT TO LEARN
MORE ABOUT
QUALIFIED YEARS
AND COMPUTATION
YEARS?**

See the Glossary of Terms starting on [page 41](#).

**QUICK
TIP**

Individual Account Plan Contributions

percentage of compensation for Credited Hours earned as a covered Participant.

All Remaining Contributions

Amounts contributed to the IAP for the Computation Year are allocated to Participants with a Qualified Year (or 870 hours, if applicable for Re-employed Participants) based on Credited Hours during the Computation Year, divided by the total Credited Hours of such Participants in that Computation Year.

Any gains or losses are allocated annually based on the Participants' account balance at the beginning of the Computation Year. In addition, the net gains or losses are allocated quarterly through the last quarter prior to the Participant's Retirement Date. The quarterly payment is based on the Retirement Date, not the date the actual payment is made.

Example:

If a Participant's Retirement Date is February 1, and his/her IAP is processed for payment in April, he/she will receive the allocation through the last quarter of the previous year, which ends December 31. This would be the last quarter prior to February 1. Even though the payment is made in April, the Participant is not entitled to the first quarterly allocation in the year in which he/she retires.

A different set of allocation rules applies to Computation Years beginning before December 23, 1990. Contact the Plans for additional information.

ANNUAL ALLOCATIONS FOR NON-AFFILIATES

Most Non-Affiliates are not covered

Participants and thus are not eligible to receive compensation-related allocations.

The only Non-Affiliate covered Participants are:

- 1 Employees of the Motion Picture Industry Pension Plan, the Motion Picture Industry Individual Account Plan and the Motion Picture Industry Health Plan;
- 2 Employees employed by Union parties;
- 3 Employees of the Alliance of Motion Picture and Television Producers, Contract Services Administration Trust Fund or The Entertainment Industry Foundation (formerly Permanent Charities); and
- 4 Production office coordinators, production accountants, and effective September 20, 1998, art department coordinators.
- 4 Producers, post production supervisors and other non-affiliates if designated under a non-affiliate agreement, but not production office coordinators.

Non-Affiliated Employees participate in the Plans only if their Employer has signed and becomes party to an approved Non-Affiliate Agreement requiring contributions on their behalf. Non-Affiliates described in classes (1), (2) or (3) above are not covered Participants if their Employer was a party to the IAP on August 1, 1996 unless the Employer elects to make compensation-related Contributions for the Non-Affiliates described in clauses (1), (2) or (3) above. Compensation is defined as W-2 pay plus any 401(k) or cafeteria plan deferrals. The maximum amount of

compensation that can be taken into account under Internal Revenue Code Section 401(a)(17) is \$330,000.00 in 2022 (as indexed). For Participants described in clause (4), compensation is the regular basic hourly rate that would be applicable if the individual was subject to the I.A.T.S.E. Local 717 Collective Bargaining Agreement. No compensation-related allocations are made after the dates indicated in the Compensation-Related Allocation Chart, unless the applicable Collective Bargaining Agreements are amended to provide for compensation-related Contributions. No allocations are made for hours in which you are not a covered Participant.

Compensation-Related Allocation

Covered Participants are only those Participants who are listed in the Compensation-Related Allocation Chart. Compensation-related allocations are only made to covered Participants who have a Qualified Year (or 870 Credited Hours, if applicable) for the Computation Year. The allocation equals a percentage of compensation for Credited Hours (as a covered Participant), as indicated in the Compensation-Related Allocation Chart.

Effective August 1, 2009, the I.A.T.S.E and certain other participating unions may reduce the allocation by up to 1% of Compensation and reallocate that amount to the Motion Picture Industry Health Plan if certain funding targets under the Health Plan are not met and the applicable Collective Bargaining Agreement provides for this reallocation.

Compensation-Related Allocation Chart

PARTICIPANTS COVERED BY: Producer – I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement & Eligible Non-Affiliate Participants	1.0%:	08/04/96	-	03/28/98	PARTICIPANTS COVERED BY: Locals 399, 817 and A.M.P.T.P. Agreement - Casting Directors	1.0%:	01/28/07	-	01/26/08
	2.0%:	03/29/98	-	05/29/99		2.0%:	01/27/08	-	09/27/08
	3.0%:	05/30/99	-	08/04/01		3.0%:	09/28/08	-	10/02/10
	3.5%:	08/05/01	-	08/03/02		4.0%:	10/03/10	-	10/01/16
	4.0%:	08/04/02	-	07/31/04		4.5%:	10/02/16	-	09/30/17
	4.5%:	08/01/04	-	07/30/05		5.0%:	10/01/17	-	09/30/18
	5.0%:	07/31/05	-	07/28/07		6.0%:	10/01/23	-	09/30/24
	5.5%:	07/29/07	-	08/02/08		1.0%:	01/28/07	-	01/26/08
Producer – I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement	1.0%:	09/29/96	-	05/30/98	Locals 399, 817 and A.M.P.T.P. Casting Directors Agreement - Associate Casting Directors	2.0%:	01/27/08	-	09/27/08
	2.0%:	05/31/98	-	07/31/99		3.0%:	09/28/08	-	10/02/10
	3.0%:	08/01/99	-	09/29/01		4.0%:	10/03/10	-	10/01/22
	3.5%:	09/30/01	-	09/28/02		5.0%:	10/02/22	-	09/30/23
	4.0%:	09/29/02	-	11/27/04		6.0%:	10/01/23	-	09/30/24
	4.5%:	11/28/04	-	12/03/05		1.0%:	08/03/97	-	03/27/99
	5.0%:	12/04/05	-	09/29/07		2.0%:	03/28/99	-	06/02/00
	5.5%:	09/30/07	-	09/27/08		3.0%:	06/03/00	-	08/03/02
Basic Crafts Agreement*	6.0%:	09/28/08	-	09/30/24	Studio Transportation, Local 399 – A.I.C.P. TV Commercial Agreements	3.5%:	08/04/02	-	08/02/03
	1.0%:	08/03/97	-	03/27/99		4.0%:	08/03/03	-	07/31/04
	2.0%:	03/28/99	-	06/02/00		4.5%:	08/01/04	-	07/30/05
	3.0%:	06/03/00	-	08/03/02		5.0%:	07/31/05	-	07/28/07
	3.5%:	08/04/02	-	08/02/03		5.5%:	07/29/07	-	08/02/08
	4.0%:	08/03/03	-	07/31/04		6.0%:	08/03/08	-	06/30/23
	4.5%:	08/01/04	-	07/30/05		4.5%:	07/31/05	-	07/29/06
	5.0%:	07/31/05	-	07/28/07		5.0%:	07/30/06	-	03/01/08
	5.5%:	07/29/07	-	08/01/09	Local 161, I.A.T.S.E. and M.P.T.A.A.C. Theatrical and TV Series Production Agreement	5.5%:	03/02/08	-	02/28/09
	6.0%:	08/02/09	-	07/30/16		6.0%:	03/01/09	-	03/05/22
	6.5%:	07/31/16	-	07/29/17		4.0%:	01/01/04	-	07/31/04
	7.0%:	07/30/17	-	07/28/18		4.5%:	08/01/04	-	07/30/05
	7.5%:	08/04/19	-	08/01/20		5.0%:	07/31/05	-	05/12/07
	8.0%:	08/02/20	-	07/31/24		5.5%:	05/13/07	-	05/17/08
	2.0%:	04/02/00	-	06/03/01		6.0%:	05/18/08	-	09/30/24
	3.0%:	06/04/01	-	08/03/02	Local 52 – A.I.C.P. Commercial Agreement	4.0%:	01/01/04	-	07/31/04
Producer – Local 399 Location Managers Agreement	3.5%:	08/04/02	-	08/02/03		4.5%:	08/01/04	-	07/30/05
	4.0%:	8/03/03	-	10/30/04		5.0%:	07/31/05	-	07/28/07
	4.5%:	10/31/04	-	07/30/05		5.5%:	07/29/07	-	07/31/08
	5.0%:	07/31/05	-	07/28/07		6.0%:	08/01/08	-	11/30/22
	5.5%:	07/29/07	-	08/02/08	Local 817 – A.I.C.P. Commercial Agreement	6.0%:	06/01/11	-	12/31/24
	6.0%:	08/03/08	-	07/30/16		1.0%:	11/01/96	-	05/30/98
	6.5%:	07/31/16	-	07/29/17		2.0%:	05/31/98	-	07/31/99
	7.0%:	07/30/17	-	07/28/18		3.0%:	08/01/99	-	08/04/01
Local 871 Script Coordinators and Writers' Room Assistants	7.5%:	08/04/19	-	08/01/20		3.5%:	08/05/01	-	08/03/02
	8.0%:	08/02/20	-	07/31/24		4.0%:	08/04/02	-	07/31/04
	1.0%:	02/03/19	-	02/01/20		4.5%:	08/01/04	-	07/30/05
	2.0%:	02/02/20	-	01/30/21		5.0%:	07/31/05	-	07/28/07
	3.0%:	01/31/21	-	07/31/24		5.5%:	07/29/07	-	08/02/08
						6.0%:	08/03/08	-	09/30/25
					I.A.T.S.E. – A.I.C.P. Commercial Production Agreement				

*Basic Crafts consists of the Operative Plasterers and Cement Finishers' Local #755; the Studio Utility Employees, Local #724; the International Brotherhood of Electrical Workers, Local #40; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local #78; and Studio Transportation Drivers, Teamsters Local 399.

For more information about this chart or any other labor agreement that is not referenced on this chart, please contact the Plans.

Individual Account Plan Benefits

BENEFIT ELIGIBILITY

Participants are required to retire from the IAP when they retire under the Pension Plan. However, if the Participant is Vested in the IAP when he/she retires, but not in the Pension Plan, he/she will be entitled to benefits from the IAP when a Break in Service occurs.

RETIREMENT BENEFITS

The amount of a Participant's benefit will be based on his/her IAP account balance as of the beginning of the quarter in which he/she retires. If the Participant worked at least 400 Credited Hours prior to retirement in the Computation Year in which he/she retired, percent of compensation-related Contributions will be made, if applicable.

If a Participant's IAP balance is \$5,000 or less, it will be paid in a lump sum. If the IAP balance is more than \$5,000, the Participant may elect to receive the balance in a lump sum or by purchase of an annuity contract issued by an insurance company that provides for the same type of monthly pension payment elected under the Pension Plan (unless you are not eligible to retire concurrently under the Pension Plan). The annuity may include retroactive payments. If the balance is greater than \$5,000 and the Participant chooses to receive his/her lump sum payment in the form of a check rather than rolling it over to an IRA or other qualified plan, the payment is subject to a mandatory 20% federal tax withholding.

If the Participant does not elect either to receive or to roll over

the distribution and a lump sum distribution (over \$1,000, but not more than \$5,000) can be paid to the Participant without the Participant's consent, then the Participant's distribution must be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge the Participant's account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. The Participant may transfer the IRA funds, at any time and without cost, to any other standard or Roth IRA the Participant chooses. Participants may contact the Plans for further information regarding the automatic rollover provisions, the IRA provider and the fees and expenses associated with the IRA.

In general, unless a lump sum benefit is selected, the type of benefit payment under the IAP will automatically be the same as the type elected under the Pension Plan (unless the Participant is not eligible to retire concurrently under the Pension Plan). However, if a Pop-up option is elected under the Pension Plan, the corresponding non-Pop-up benefit is paid under the IAP.

DISTRIBUTION REQUIREMENTS FOR BENEFITS

If a Participant does not work in the Industry during the first two months commencing on the

elected Retirement Date, then he/she may certify in writing to the Plans that this requirement has been met.

However, if the Participant provides such a certification and has in fact worked in the Industry for any Employer, or has a Month of Suspensible Service during the first two months commencing on the selected Retirement Date, he/she will not be entitled to any allocation under the IAP for any Computation Year ending after the date selected for retirement.

DISABILITY PARTICIPANTS

If a Participant does not meet the requirements to qualify for a Disability Pension, he/she may still be eligible to receive the IAP balance if all of the following conditions are met:

- ▶ Disability prevents the Participant from engaging in any gainful employment.
- ▶ Total and permanent disability has been at least six months in duration.
- ▶ A Social Security disability award has been issued on or after June 26, 2002, or instead, the Benefits/Appeals Committee may rely on a physician's certification in certain circumstances. The certification may also be for the purpose of waiving the required six-month period of disability. The certification must state that the Participant is:
 - Terminally ill with a life expectancy of less than two years; and
 - Because of this illness,

unable engage in any gainful employment.

- Participants who are not terminally ill and have applied for, but have not yet received a Social Security Administration award, may apply for a disability retirement if their illness is included in the Social Security Administration Compassionate Allowances program.

OPTIONS FOR BENEFIT PAYMENTS

Participants, Beneficiaries and alternate payees (those receiving a payment under a Qualified Domestic Relations Order) have two options available to receive their IAP benefits.

OPTION 1

Two-Step Payment Process:

- 1 The first payment will be the current IAP balance as of the last allocation made to the IAP on the Participant's behalf. However, a certain percentage may be withheld if the IAP is experiencing a negative allocation for the prior year. The percentage will be determined by the IAP, based on the expected investment return for the prior year, and will be uniform for every Participant for that Plan Year.
- 2 After allocations for the prior year are complete, the remainder of the balance, if any, will be paid.

OPTION 2

One-time Payment:

The Participant will receive his/her payment or annuity purchase as soon as practicable following completion of the allocations for the prior quarter.



REQUIRED MINIMUM DISTRIBUTION PAYMENTS

A Vested Participant who has not yet retired may choose to receive benefits from the IAP once he/she begins receiving Required Minimum Distribution Payments from the Pension Plan (generally April 1 following the year the Participant reaches age 70 ½, or upon retirement, whichever is later. The Participant will be considered an active Participant until retirement and will receive allocations for every Qualified Year thereafter. Additional allocations will be paid as soon as practicable after completion of the annual allocation.

WITHDRAWAL OF ACCOUNT BALANCE

Withdrawal of a Participant's account balance at any time prior to retirement is not possible for those who are Vested in the Pension Plan. Effective January 1, 2002, Participants who are on a Break in Service and are not Vested for any benefits under the Pension Plan may apply to withdraw their Vested IAP balance.

FORFEITURE RULES

For Motion Picture Industry Individual Account Plan Only - Effective August 1, 2000

Once Vested, a Participant's IAP balance cannot be forfeited. Effective August 1, 2000, a Participant is required to have one Qualified Year in order to have a Vested interest in his/her IAP balance.

Prior to August 1, 2000, a Participant who forfeited his/her Qualified Years, Vested Years, Credited Hours and Vested Hours under the Pension Plan also forfeited his/her IAP balance.

RE-EMPLOYMENT OF A RETIRED PARTICIPANT

If a Participant retires and subsequently accepts re-employment in the Industry, he/she will be eligible to receive allocations of Contributions only with completion of 870 or more Credited Hours in a Computation Year, excluding Credited Hours before the Retirement Date. Also, any Credited Hours earned before retirement in the Computation Year in which the Participant retires are disregarded for all purposes.

If a Participant retired early, these additional amounts will be paid in a lump sum after the end of the Computation Year in which he/she reaches age 65. No allocation of investment income for the year of that distribution will be made. Additional allocations of Contributions earned after age 65 will be paid each year, as soon as practicable after completion of the annual allocation.

Individual Account Plan Death Benefits

A Participant's IAP balance that has not been forfeited will be Vested upon death, and the death benefits will be based on the account balance at the time of death.

IN THE EVENT A PARTICIPANT DIES BEFORE RETIREMENT:

- ▶ A Qualified Spouse of a Participant will be entitled to the IAP balance.
- If the IAP balance payable to the Qualified Spouse is \$5,000 or less, the benefits will automatically be paid in a lump sum. If the benefits are greater than \$5,000, the following options are available to the Participant:
 - Payment as a lump sum.
 - Payment as a monthly annuity. The amount of the annuity will be the amount that can be purchased from the insurance company with the amount of the Participant's account balance. The annuity will be paid for the lifetime of the surviving spouse, beginning on the date the annuity starts under the Pension Plan.
- ▶ The Beneficiary of a Participant who is not married at the time of death (or who does not have a Qualified Spouse) will receive the Individual Account Plan balance in a lump sum.
- ▶ A Beneficiary of a Participant may disclaim the Individual Account Plan balance, and will be treated as having predeceased the Participant and shall have no ability to determine the recipient of the Individual Account Plan benefit, which will be determined under the other provisions of the Individual Account Plan.



DEATH BENEFITS CHECKLIST

All of the following documents will be required before death benefits can be paid:

- ☐ Death certificate
- ☐ Proof of date of birth for Participant (i.e., birth certificate or passport)
- ☐ Proof of date of birth for Qualified Spouse, if applicable
- ☐ Marriage certificate, if applicable
- ☐ Birth document for all Beneficiaries (e.g., birth certificate, passport, REAL ID, DD-214 military discharge form, baptismal records, residency card or Certificate of U.S. Naturalization issued by U.S. Citizenship and Immigration Services)
- ☐ Verification of Social Security Numbers for Qualified Spouse and/or all Beneficiaries or completion of IRS Form W-9
- ☐ Copies of complete and final divorce decrees along with marital settlement agreements for all previous spouse(s) during the Participant's participation under the Pension Plan, if applicable
- ☐ Death certificate for all previous spouse(s) during the Participant's participation in the Pension Plan, if applicable

If a Participant dies without a **Qualified Spouse** or a designated Beneficiary, the following documents will be required in addition to those listed above:

- ☐ Contact information for any of the Participant's surviving children, parents or siblings
- ☐ Death certificates for any of the Participant's children, parents or siblings, if applicable

Glossary of Terms

ACTUARIALLY EQUIVALENT VALUE

Two benefits provide an Actuarially Equivalent Value, even if they start or end at different times, if they have the same overall value taking into account the interest rate and mortality factors prescribed under the Plans. A form of benefit may be actuarially reduced or actuarially increased in certain circumstances described in this summary so that it is actuarially equivalent to another form of benefit payable under the Plans.

AFFILIATED EMPLOYEES

An Employee covered by a Collective Bargaining Agreement.

BENEFICIARY

An individual or individuals that a Participant has officially designated on a Pension Plan/Individual Account Plan Beneficiary form to receive benefits in the event of his/her death.

For purposes of pre-retirement death benefits, if a Participant has been legally married for at least one year on the date of his/her death, his/her current Qualified Spouse will automatically be his/her Beneficiary. If there is no surviving designated Beneficiary and the Participant is either not married, or, the Participant's spouse is not a Qualified Spouse, the death benefits will generally be paid in the following order: (1) the Participant's spouse, if married less than one year; (2) the Participant's issue; (3) the Participant's parents; (4) the issue of the Participant'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.

Participants are encouraged to complete a new Beneficiary Designation form if they marry, become divorced or if their designated Beneficiary dies. Without a current designation, unless he/she has a court order stating otherwise, his/her current Qualified Spouse at the time of the Participant's death (if legally married for at least one full year) will automatically be named his/her Beneficiary. Beneficiary Designation forms are available from the Plans' website at www.mpiphp.org.

BREAK IN SERVICE

A period of two consecutive Computation Years with less than 200 Vested Hours in each year.

BREAK IN SERVICE PARTICIPANT

If a Participant incurs a Break in Service (i.e., two consecutive Computation Years with less than 200 Vested Hours each year) and has not since earned at least one Qualified Year (400 hours in a Computation Year), he/she will be considered a Break in Service Participant.

COLLECTIVE BARGAINING AGREEMENT

Collective Bargaining Agreement refers to the agreement(s) in force and in effect between the respective Unions and Employers, as amended from time to time, which provides for Employer Contributions to the Plans. The Collective Bargaining Agreement defines employment and services of an individual related to Employer Contributions into the

Pension Plan and the IAP. Copies of the Collective Bargaining Agreements may be obtained by Participants upon written request to the Plans' Chief Executive Officer and are available for examination by Participants at the Plans' Administrative Office.

COMPUTATION YEAR

A Computation Year for benefits determination begins on the Sunday before the last Thursday of a calendar year and ends on the Saturday before the last Thursday of the subsequent calendar year. Benefits will be calculated and allocated to Participants each Computation Year.

CONTRIBUTIONS, EMPLOYER AND EMPLOYEE

Employer Contributions are a dollar amount or dollar amount calculation determined by the Unions and Employers and defined in a Collective Bargaining Agreement. The money is remitted to the Plans by Employers to fund the Pension Plan and IAP.

Employee Contributions are Contributions made to the Pension Plan by Employees prior to 1990. Commencing on October 28, 1990, no Participant contributions are required or permitted under the Pension Plan. There has never been any Employee Contribution permitted under the IAP.

CREDITED HOUR

An hour worked or a work hour guaranteed for which an Employer is required to make Contributions to the Plans. Special rules apply to on-call Employees. Contact the Plans' Administrative Office for more information.

DEFINED BENEFIT PLAN

The Pension Plan is a Defined Benefit Plan that provides a fixed monthly benefit payable for the Participant's lifetime after retirement. It may also be payable to a Beneficiary following the Participant's death. The Pension Plan is currently an Employer-sponsored and 100% Employer-funded retirement plan for which retirement benefits are based on a formula that indicates the exact benefit a Participant can expect upon retirement. The payouts made to retiring Employees participating in this plan are determined by a complex calculation based on Collective Bargaining Agreements, number of Qualified Years, Credited Hours and Vesting.

DEFINED CONTRIBUTION PLAN

The IAP is a Defined Contribution Plan under which Contributions are made by Employers based on the terms of a Collective Bargaining Agreement. It operates much like a savings account or IRA where Contributions made on the Participant's behalf result in allocations to an individual account that shares in the investment performance of the IAP's assets. The benefit amount is based on the account balance at the time of retirement.

DIRECTOR

An individual appointed as a Fiduciary with respect to the control and management of the Plans by the Employers or Unions. The Plans' Directors (or Board of Directors) also have certain non-Fiduciary powers, such as the power to amend the Plans.

DISABILITY PARTICIPANT

A Participant who has been deemed permanently disabled by the Social Security Administration and/or has met the Plans' requirements to be classified as permanently disabled.

DISABILITY RETIREMENT PENSION BENEFIT

One type of benefit under the Pension Plan. A Disability Retirement Pension Benefit is available to a Participant of any age who is disabled, as defined under the Pension Plan's guidelines, and has met the required Qualified Hours and Qualified Years of the Pension Plan.

EARLY RETIREMENT PENSION BENEFIT

One type of benefit under the Pension Plan. Participants who choose to retire prior to attaining the requirements for the Normal Retirement Pension Benefit have three Early Retirement Pension Benefit options available to them.

EARLY RETIREMENT DATE

The first day of any month prior to a Participant's Normal Retirement Date on which the Participant elects to begin receiving retirement benefits, provided that the Participant has met the requirements for early retirement. Participants must notify the Plans of their selection of an Early Retirement Date by filing a written application on or before the time specified in the Plans.

EMPLOYEE

An individual must meet three general requirements to be considered an Employee for purposes of participation in the Plans.

1 They must either:

- Work for an Employer and be covered by a Collective Bargaining Agreement that requires Employer Contributions to the Plans; or
- For Non-Affiliated Employees, they must be part of a group designated as eligible to participate by their Employer, with a sufficient written agreement as approved by the Board of Directors. If he/she is a Non-Affiliated Employee, his/her rights to participate in the Plans, as well as his/her ability to earn any benefits under the Plans, for any Computation Year, is subject to his/her Employer meeting certain nondiscrimination requirements under the tax laws for that Computation Year. If his/her employer does not meet these rules, he/she may not be able to participate in the Plans.

2 They must be in the labor pool in the Los Angeles area;

3 They must be hired by an Employer in the Los Angeles area to perform:

- Services in the Los Angeles area in the Industry; or
- Temporary services outside the Los Angeles area in connection with motion picture or commercial productions.

In addition, Employee includes the following individuals outside of the Los Angeles area:

- ▶ A cameraperson employed by an Employer under a Collective Bargaining Agreement with I.A.T.S.E. or its Local 600 working in the United States or Puerto Rico or performing temporary services outside the United

States and Puerto Rico.

- ▶ An editorial or post-production sound Employee employed by an Employer under a Collective Bargaining Agreement with I.A.T.S.E. or its Local 700 working in the United States or Puerto Rico or performing temporary services outside the United States and Puerto Rico.
- ▶ An employee of the Motion Picture Industry Pension Plan, Individual Account Plan, Health Plan, the Motion Picture Association of America or I.A.T.S.E. Local 600 or Local 700 working in the United States.
- ▶ An employee of I.A.T.S.E. Local 52 working in New York or New Jersey.
- ▶ An employee of I.A.T.S.E. Local 161 working in the United States.
- ▶ An employee of I.A.T.S.E. Local 839.
- ▶ A studio mechanic: (i) employed by an Employer under a Collective Bargaining Agreement with I.A.T.S.E. Local 52 working in New York or New Jersey or performing temporary services outside of those areas, but within the states of Connecticut, Delaware or Pennsylvania, excluding the City of Pittsburgh; or (ii) in the labor pool in New York and New Jersey, hired by an Employer in New York or New Jersey to perform services in the Industry, employed prior to May 14, 2006, under an I.A.T.S.E., Local 52 Feature and Television Collective Bargaining Agreement which required Contributions to the Plans, and hired by an Employer, on or after May 14, 2006, under an I.A.T.S.E. Collective Bargaining Agreement

to perform services 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.

- ▶ A script supervisor, production office coordinator, assistant production office coordinator, production accountant, payroll accountant or assistant production accountant: (i) employed by an Employer under a Collective Bargaining Agreement with I.A.T.S.E. Local 161 working in New York, New Jersey or Connecticut or performing temporary services in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, or West Virginia; or (ii) employed, prior to March 3, 2007, under an I.A.T.S.E. Local 161 Feature and Television Collective Bargaining Agreement which required Contributions to the Plan, hired by an Employer on or after March 3, 2007 to perform services outside of the geographic jurisdiction of the 2003 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, or its successor agreements, and employed under a Collective Bargaining Agreement permitting redirection of Contributions to the Plans on behalf of the Employee.
- ▶ An art director employed by an Employer under a Collective

Bargaining Agreement with I.A.T.S.E. or its Local 800 working 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 are made with on-production crews obtained exclusively from New York.

- ▶ A Non-Affiliated production accountant employed by an Employer under a Production Accountants Group Designation working in New York or New Jersey or hired in New York or New Jersey to work anywhere in the United States, its territories or Canada.
- ▶ A freelance casting director or freelance associate casting director who is working under a Collective Bargaining Agreement with Teamsters Local 399 or Teamsters Local 817 hired to perform services in New York City and/or in Los Angeles County, or hired by an Employer in New York City or in Los Angeles County to perform work outside of such areas in connection with the production of either live action theatrical motion pictures, live action prime time television motion pictures, or a motion picture of a different type which the Employer, at its sole discretion, has determined will be covered by one of such Collective Bargaining Agreements.
- ▶ A freelance operator employed as a technical production crew member (1) 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 Los Angeles, Ventura, Orange or San Diego counties or the greater Palm Springs area, or (2) 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 if a Collective Bargaining Agreement with I.A.T.S.E. requires Contributions to the Plans on behalf of such Employee, the Employee is not hired from San Diego Local 795, I.A.T.S.E., and the Employee 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 above.

- ▶ A location scout/manager under a collective bargaining agreement between an Employer and Teamsters Local 817 hired by the Employer in connection with the production of commercials or promos, or movies and television, to perform services in New York, New Jersey, Connecticut or Rhode Island or hired by the Employer in New York, New Jersey, Connecticut or Rhode Island to perform work outside of such areas.
- ▶ An employee covered under a collective bargaining agreement between an Employer and Communication Workers of America.

EMPLOYEE- DERIVED BENEFIT

Refers to the portion of a

Participant's benefit under the Pension Plan, with the exception of Unclaimed Vacation and Holiday Pay, which is based on Contributions the Participant paid to the Pension Plan prior to October 28, 1990. There is no Employee-Derived Benefit under the IAP.

EMPLOYER

Any organization that produces motion pictures or commercials in the Los Angeles area or whose business is primarily the furnishing of goods or services for motion picture or commercial production in the Los Angeles area and which has executed a Collective Bargaining Agreement with any Union. That Agreement must require Contributions to the Plans by the identified Employer, as approved by the Board of Directors. The term also means the Motion Picture Industry Pension, Individual Account, and Health Plans and various local Unions participating in the Plans and a few other named Employers such as the AMPTP. The term also includes any member of the AMPTP or any other Employer that produces motion pictures or commercials outside of the Los Angeles area that becomes a party to this Plan and has signed a Collective Bargaining Agreement with I.A.T.S.E. or I.A.T.S.E. Local 600, 700, 52, 161 or 800 or Teamsters, Locals 399 and 817 that requires Contributions by such Employer to the Plans, but only with respect to Employees who satisfy the definition of "Employee" set forth above. A "loan-out" company that is controlled by the only Employee performing work covered by an applicable Collective Bargaining Agreement is not an Employer for purposes of the Plans.

EMPLOYER-DERIVED BENEFIT

This term refers to the portion of a Participant's benefit which is based on Employer Contributions. After October 27, 1990, except for UV and HP, all additional benefits earned are Employer-Derived Benefits. Employer Contributions are not subject to withdrawal by a Participant.

ERISA

Employee Retirement Income Security Act of 1974, as amended from time to time.

FIDUCIARY

An individual and entity that has discretion over the administration of the Plans and investment of the assets of the Plans. Fiduciaries include:

- ▶ The Board of Directors of the Plans; and
- ▶ Trustee of the assets of the Plans, currently The Northern Trust Company; and
- ▶ The investment managers.

FORFEITURE (DUE TO BREAK IN SERVICE)

A non-Vested Participant who incurs a Break in Service will permanently lose his/her previously accrued benefits, including all accumulated Qualified Years, Vested Years, Credited Hours, and Vested Hours after the end of the fifth Computation Year in which he/she fails to accumulate 400 Vested Hours.

HOLIDAY PAY (HP)

Employers may transfer any holiday pay left unclaimed by an Employee into the Pension Plan based on the terms of the applicable Collective Bargaining Agreement. Non-Vested Participant HP, if any, is refunded in the same

manner as Employee Contributions as described in Refund of Employee Contributions.

INDIVIDUAL ACCOUNT PLAN (IAP)

The Motion Picture Industry Individual Account Plan ("IAP") is a Defined Contribution Plan available to qualified Participants since 1979. This Plan is currently completely Employer-funded, and in general, all Pension Plan Participants will participate in the IAP. The Contributions are made by Employers based on the terms of the Collective Bargaining Agreement. It operates much like a savings account or Individual Retirement Account under which Contributions made on the Participant's behalf result in allocations to an individual account which shares in the investment performance of Plan assets.

INDUSTRY

The Industry includes any work in Los Angeles County, or with a Los Angeles-based company, for any Employer in any job classification currently covered by the Plans, whether Union-affiliated or unaffiliated. It also includes work outside of Los Angeles County if the work is described in the definition of "Employer" within a geographical location described in that definition with respect to that category of employment.

A job classification is considered covered by the Plans if:

- ▶ It is connected with motion picture production (motion picture or commercial productions or furnishing of materials or services for motion picture or commercial productions);
- ▶ No Contributions for

services rendered in that job classification are made to another multiemployer plan covering employment in the motion picture industry;

- ▶ At least one Employee is performing similar services in connection with motion picture production; and
- ▶ A Participant receives consideration from his/her Employer for services, except that the consideration requirement does not apply if the Participant or his/her spouse is an officer or owns at least 10% of the voting shares of the corporation for which he/she is performing services.

LATE RETIREMENT PENSION BENEFIT

One type of benefit option under the Pension Plan. Participants who choose to work beyond the Normal Retirement Age will increase their benefit amount available at retirement. Increases are determined on each subsequent January 1 following the Participant's Normal Retirement Date. If the Participant has not retired by April 1 following the year in which he/she reaches age 70½ (or the age to which they defer), minimum distribution rules apply.

MINIMUM DISTRIBUTION RECIPIENT

Some individuals work beyond the Normal Retirement Age. After a Participant reaches age 70½ (but may defer), a Required Minimum Distribution of Pension Plan benefits must be taken. A Required Minimum Distribution of his/her IAP benefits may be delayed until he/she retires from the Industry (unless the Participant is a 5% owner as defined by the Internal Revenue

Code). A Minimum Distribution Recipient is not considered a Retired Participant until he/she applies for retirement and refrains from working in the Industry during the first two months of his/her selected Retirement Date.

MONTH OF SUSPENDIBLE SERVICE

In general, if a Participant has a Month of Suspendible Service, his/her Employer-derived Pension Plan benefits will be suspended. A Month of Suspendible Employment is:

- ▶ Any month in which the Participant works or is guaranteed 50 or more Credited Hours after retirement; or
- ▶ Any month in which the Participant works or is guaranteed 50 hours or more in the Industry unless such hours are performed in a trade or craft in which his/her current or former Employers had never been obligated to contribute to the Plans.

The Month is a payroll month which commences on the Sunday before the last Thursday of a calendar month and ends the Saturday before the last Thursday of the subsequent month.

NON-AFFILIATED (OR NON-AFFILIATE) EMPLOYEE

An Employee not covered by a Collective Bargaining Agreement. Non-Affiliated Employees participate in the Plans only if their Employer has signed and becomes a party to a Non-Affiliate agreement, as approved by the Board of Directors.

NORMAL RETIREMENT AGE

Normal Retirement Age

varies based on a Participant's individual Vesting circumstance. However, if upon reaching age 65 the Participant is Vested, Normal Retirement Age means a Participant's 65th birthday. If the Participant is not Vested prior to reaching age 65, Normal Retirement Age would be the point at which he/she becomes Vested after age 65.

Vesting in the Plans varies based upon the dates a Participant's individual Qualified Years were completed. The rules are different for the Pension Plan and the IAP. Also, any Breaks in Service must be taken into account in the calculation.

NORMAL RETIREMENT DATE

The first day of the month coinciding with (if a Participant's birthday happens to be on the first of the month) or the next following a Participant's attainment of Normal Retirement Age.

NORMAL RETIREMENT PENSION BENEFIT

One type of benefit under the Pension Plan. A Participant is eligible to receive a Normal Retirement Pension Benefit if he/she has reached Normal Retirement Age and has Vested. The monthly benefit will be based on the Credited Hours accrued and will be reduced if the type of pension payment is not a Life Annuity.

PARTICIPANT

An individual who is eligible to participate in the Plans.

PAYROLL MONTH

A Payroll Month for benefits determination begins on the Sunday before the last Thursday

of a calendar month and ends the Saturday before the last Thursday of the subsequent month.

PENSION BENEFIT GUARANTY CORPORATION (PBGC)

The Pension Benefit Guaranty Corporation is a government agency that provides limited insurance for Pension Plan benefits.

PENSION PLAN OR MPIP

The Motion Picture Industry Pension Plan is one of two retirement plans available to Participants. It is a Defined Benefit Plan which provides a fixed monthly benefit payable for the Participant's lifetime after retirement. It may also be payable to a Beneficiary following the Participant's death. Today, all Contributions to the Pension Plan are made by Employers. Retirement benefits are based on a formula that indicates the exact benefit a Participant can expect upon retirement. The payouts made to retiring Employees participating in this plan are determined by a complex calculation based on Collective Bargaining Agreements, Credited Hours, number of Qualified Years and Vesting.

PLAN YEAR

Each calendar year beginning on or after January 1, 2001. A Plan Year is used for accounting purposes only. The Computation Year, which differs from the Plan Year, is used for benefit accrual purposes. See Computation Year.

PLANS

The Motion Picture Industry Pension Plan and the Motion Picture Industry Individual Account Plan.

POWER OF ATTORNEY

A Durable Power of Attorney, Guardianship or Conservatorship permits a Participant to designate someone else to legally make financial decisions and retirement related transactions on his/her behalf. If a Durable Power of Attorney is used, the Plans also require a doctor's certification of incapacity. These documents must be either the original or a certified copy. Benefits are payable to the Participant only and may not be paid to another party (i.e., spouse, adult child, attorney, etc.).

REDUCED EARLY RETIREMENT PENSION BENEFIT

Participants may retire with a Reduced Early Retirement Pension Benefit as early as age 55. The monthly retirement benefits available under this option are lower than a Normal Retirement Pension Benefit and depend on the Participant's age at retirement.

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

A court order issued under state domestic relations law which is required by ERISA in order for the Plans to distribute any portion of a Participant's benefits to a spouse, former spouse, child or other dependent for child support, alimony, or any other settlement of marital community property rights. A copy of the Plans' QDRO procedures and a sample QDRO may be obtained without charge by contacting the Plans.

QUALIFIED HOURS

For active Participants, Qualified Hours refers to those Credited Hours worked or guaranteed during a Computation Year.

QUALIFIED SPOUSE

The term means a spouse who has been legally married to a Participant for at least 365 days. Anyone claiming to be a Qualified Spouse must submit satisfactory proof, in the sole discretion of the Directors, that he/she is or was married to a Participant and certify that no legal divorce or separation from the Participant has occurred.

QUALIFIED YEAR

For non-retired Participants, a Qualified Year is a Computation Year during which a Participant accumulates at least 400 Credited Hours.

SPECIAL REDUCED EARLY RETIREMENT PENSION BENEFIT

Participants who are ages 55 through 59, and who have earned at least 30 Qualified Years and at least 60,000 Credited Hours may be eligible for a Special Reduced Early Retirement Pension Benefit. The monthly benefit will be less than what would be received at Normal Retirement Age, but higher than what would be received from a Reduced Early Retirement Pension Benefit.

STALE DATED CHECK

An expired check, usually more than 90 days past its issue date.

SUMMARY PLAN DESCRIPTION (SPD)

The summary of the provisions of the Plans included in this document.

UNCLAIMED VACATION (UV)

Employers may transfer any vacation pay left unclaimed by an Employee into the Pension Plan based on the terms of the

applicable Collective Bargaining Agreement. Non-Vested Participant UV and HP, if any, is refunded in the same manner as Employee Contributions as described in Refund of Employee Contributions.

UNION

Generally, an organization intended to represent the collective interests of workers in negotiations with employers over wages, hours, benefits and working conditions.

A Union shall become a party to the Plans if it has executed a Collective Bargaining Agreement with an Employer as defined in the Plans' trust agreements.

UNREDUCED EARLY RETIREMENT PENSION BENEFIT

If a Participant has at least 30 Qualified Years and wants to retire before age 65, he/she may receive an Unreduced Early Retirement Pension Benefit if certain requirements are met.

VESTED HOUR

The term refers to each Credited Hour. It also includes:

- ▶ Hours worked for an Employer for which Contributions were required to be paid to the Plans. The hours must be immediately preceded or followed by employment worked for the same Employer, for which Contributions were paid to the Plans;
- ▶ Hours worked in the Armed Services of the United States if the individual returns to work in the Industry within the period specified by law; or
- ▶ Hours during a leave of absence from an Employer, if the leave

is covered by the Family and Medical Leave Act of 1993, as long as the Participant returns to work for the same Employer at the end of the leave.

For purposes of bridging a Break in Service, a Vested Hour also includes:

- ▶ An hour, up to eight hours per day, that a Participant is not employed because of pregnancy, birth or adoption of a Participant's child or child care immediately following such birth or adoption; or
- ▶ An hour, up to 40 hours per week, during a period of disability that prevents a Participant from engaging in his/her regular occupation for at least six months.

VESTED YEAR

A Computation Year in which a Participant accumulates at least 400 Vested Hours.

VESTED

Under the Pension Plan and IAP, Vested refers to a Participant's right to receive Pension Plan benefits. Once a Participant becomes Vested in the Plans, the benefits cannot be forfeited. A Participant must still satisfy all other requirements that exist for a retirement or death benefit.

If a Participant never becomes Vested, he/she will not be entitled to any benefits under the Pension Plan and IAP, except his/her Employee Contributions under the Pension Plan. Participants are always Vested in their Employee Contributions.

Answers to Frequently Asked Questions

GENERAL QUESTIONS ABOUT THE PLANS

Q: Who administers the Plans?

A: The Pension Plan and IAP are administered by a 32-member Board of Directors made up of an equal number of Union and Employer appointees.

The Board of Directors has the full and complete power and authority to administer the Plans, to construe their provisions and terms, and to establish rules and regulations for their operation. It settles all questions related to the eligibility of Employees to participate in the Plans and develop procedures for establishing eligibility for retirement benefits and the amount of those benefits. Directors do not receive compensation from the Plans in the performance of their duties. A Chief Executive Officer is employed by the Board of Directors to assist in the administration of the Plans.

Q: Do I have to retire when I reach a certain age?

A: No. You may continue working as long as you would like. Retirement under these Plans is voluntary. There is not a mandatory retirement age. However, if you are a 5% owner of the stock (or voting shares) of an Employer, your Pension Plan benefits will automatically begin by April 1 of the calendar year following the year in which you turn 70 ½ or the age to which you defer, even if you



are still working. Even though you will be legally required to start receiving Pension Plan benefits, you will not be considered retired until you submit a completed retirement application to the Plans.

Q: Why don't the Plans change my address when I send an address change to my Union or Employer?

A: The Plans are separate entities from any Union or Employer. When you move, you must also provide the Plans with your change of address.

Q: What do I do if I'm getting a divorce?

A: You must notify the Plans. If your former spouse is awarded a portion of your benefits as part of your divorce judgment, please contact the Plans immediately to obtain a copy of the Plans' Qualified Domestic Relations Order (QDRO) procedures and a sample QDRO, which may be obtained without charge.

Q: What should one do when a Participant dies?

A: A family member or other person responsible for the Participant's affairs should promptly notify the Plans.

Q: How can I find out what my health benefits will be after retirement?

A: Contact the Plans for a copy of the *Motion Picture Industry Health Plan's Summary Plan Description for Retired Participants*. Retirement Counselors can help you run different retirement scenarios to help you make informed decisions.

Q: What should one do when a Retiree or Beneficiary dies?

A: A family member or other person responsible for the Retiree or Beneficiary's affairs should do the following:

- ▶ Promptly notify the Plans
- ▶ If monthly benefits were being paid via direct deposit, the Plans will recover any overpayment (i.e., payments made for any month after the Retiree or Beneficiary died) to the extent permitted by applicable law.

- If the benefits were being paid by check, you must return any checks received for any month after the Retiree or Beneficiary died, to the Plans as soon as possible. Please do not send cash.

Q: I am nearing retirement but I don't know how much I can expect to receive under the Pension Plan and IAP. Will the Plans send me a periodic statement showing how much I can expect to receive when I retire?

A: Each year the Plans will send you a statement showing your estimated monthly accrued benefit, and a review of the Credited Hours received on your behalf.

If you are Vested, you may call the Plans, and request a Benefit Estimate statement, which will show your potential monthly benefit from the Pension Plan under the options available at retirement. Please keep in mind that these are estimates of your benefits, which will change based on your actual Retirement Date.

Q: Do any special rules apply to me because my plans merged with the Plans?

A: If you participated in pension funds prior to their merger into the Plans, certain additional special rules apply to you. Please see the appendix to the SPD for these rules. Please call the Plans if you have any questions regarding these special rules or if you would like to request a copy of the appropriate appendix to the SPD.

Q: Are statements for tax purposes furnished?

A: Yes. Each person who receives benefits is sent a 1099R before the February 1 following the year of payment.

PENSION PLAN QUESTIONS

Q: How do I apply for Pension Plan benefits?

A: Retirement applications must be submitted at least two full calendar months before your desired Retirement Date. The month that you actually submit the form does not count as a calendar month for this purpose. The two-month period starts the month immediately following the month you submit the form.

When you have decided on a Retirement Date, call the Plans to request a retirement application or use the Contact Us tab at www.mpiphp.org.

Q: How much do I contribute to the Pension Plan?

A: Effective October 28, 1990, Employees no longer make Contributions to either the Pension Plan or IAP. All Contributions are made by Employers.

Q: Can I withdraw Pension Plan Contributions?

A: You may not withdraw Pension Plan Contributions if you are Vested. However, if you are not Vested and have Employee Contributions (including Unclaimed Vacation (UV) and Holiday Pay (HP), you may withdraw these Contributions plus interest if you leave the

Industry for a minimum of three months or if you have a Break in Service. The withdrawal requires submission of a completed Withdrawal form to the Plans. Under certain circumstances you may withdraw UV and HP even if you are Vested. In any case, it is important to keep in mind that you will forfeit your Pension Plan benefits if you withdraw your Employee Contributions.

Q: Will proof of age be required in order to retire?

A: Yes. You must furnish proof of your date of birth when you retire. If you are married, proof of your spouse's date of birth and marriage certificate must also be furnished. In addition, you must provide all divorce and/or death certificates for all previous spouses, if applicable.

Q: May I work until I receive my first pension check?

A: You may work until the day before the date of your retirement.

Q: What happens if I get a job offer and work after I retire?

A: For the first two months commencing on the date you retire, you may not work in the Industry at all for an Industry Employer under a job classification which requires Contributions to be made to the Plans on your behalf. Thereafter, you may work in the Industry under certain circumstances, although this may result in a Forfeiture of your Pension Plan benefits. See Re-Employment of Retired Participants.

Answers to Frequently Asked Questions

Q: If I return to work after retiring, do I gain additional credit?

A: It is possible to gain additional credit under certain circumstances.

Q: How do I know if I have had two consecutive Computation Years with less than 200 Vested Hours in each year and incur a Break in Service?

A: The Plans will notify you at your current address on record following a Break in Service.

Q: Are there any benefits payable after the death of a Retiree?

A: There may be, depending on the type of benefit chosen and the amount of benefits already paid.

Q: Are pension or death benefits taxable?

A: Yes. Please consult your tax advisor.

Q: Are Pension Plan benefits available in a lump sum payment?

A: Pension Plan benefits must normally be taken in the form of an annuity. However, if the present value of your monthly benefit is more than \$5,000, but not more than \$10,000, the entire value may be taken as a single lump sum (with spousal consent, if you are married). If the present value of your monthly benefits is \$5,000 or less, the entire value will automatically be paid to you in a single lump sum.

Q: Do Participants and Beneficiaries receive benefit increases?

A: Although there have been a number of Pension Plan increases for Retirees in the past, the Board of Directors is under no legal obligation to increase the retirement benefit of Participants and Beneficiaries.

Q: Do Participants who retire before age 65 have their early retirement factor increased as they get older?

A: No. The calculations are based on your age at the selected Retirement Date. Your monthly Pension Plan benefit will not change because you get older.

Q: When are Pension Plan benefits paid?

A: Your pension check will be mailed to you on the first day of the month. If you have direct deposit, your pension payment will be electronically transferred to your bank account by the first of each month.

Q: Are Pension Plan benefits paid retroactively?

A: Generally, Pension Plan benefits are not paid retroactively. The only exception may be for a Disability Retirement Pension Benefit and when appropriate, monthly benefits in the IAP.

Q: Can my pension checks be deposited directly to my bank account?

A: Yes. Pension recipients based in the United States may have their monthly pension payments directly deposited to their bank accounts from the Plans. The

Plans use a method called an Electronic Fund Transfer. Visit the Plans' website at www.mpiphp.org to get a copy of a Direct Deposit Authorization form. Submit your completed form with a voided check of the checking account desired. If you directly deposit to a savings account, you will need a routing number from your bank and your account number. Processing your direct deposit takes approximately one month. You will enjoy your direct deposit starting the following month.

INDIVIDUAL ACCOUNT PLAN QUESTIONS

Q: I am nearing retirement but I don't know how much I can expect to receive under the Individual Account Plan. Will the Plans send me a periodic statement showing how much I can expect to receive when I retire?

A: Each year the Plans will send you a statement showing your IAP balance as of the end of the prior year.

Q: Are Individual Account Plan benefits available in a lump sum payment?

A: IAP benefits may be selected in a lump sum or as an annuity. If your account balance is \$5,000 or less, it will automatically be paid in a lump sum.

Employee Retirement Income Security Act of 1974

Included in this section are certain disclosure information required under Section 102(b) of the Employee Retirement Income Security Act of 1974 (ERISA).

NAME & TYPE OF ADMINISTRATION OF THE PLANS

The Motion Picture Industry Pension Plan is a defined benefit pension plan, and the Motion Picture Industry Individual Account Plan is a defined contribution, profit sharing plan. These collectively bargained, jointly trusteesd labor-management trusts are for Employees of the motion picture industry. Participants and Beneficiaries may receive from the Plans' Administrative Office, upon written request, information about whether or not a particular Employer or Union is a sponsor of the Plans and, if so, the sponsor's address.

INTERNAL REVENUE SERVICE PLAN IDENTIFICATION NUMBER AND PLAN NUMBER

Pension Plan:

- Identification Number: 95-1810805
- Plan Number: 001

Individual Account Plan:

- Employer Identification Number: 95-0030749
- Plan Number: 002

NAME & ADDRESS OF THE PERSONS DESIGNATED AS AGENTS FOR SERVICE OF LEGAL PROCESS

Legal processes may be served on:

Chief Executive Officer of the Plans, located at:
11365 Ventura Boulevard
Studio City, California 91604-3148

Mailing Address:
P.O. Box 1999
Studio City, California 91614-0999

Service of legal process may also be made upon a member of the Board of Directors of the Plans at the address set forth in the following pages. If a post office box is set forth as the address for a member of the Board of Directors, service of legal process may be made on a Director at the Plans' address listed above.

NAME & ADDRESS OF THE ADMINISTRATOR

Board of Directors
Motion Picture Industry Pension Plan &
Motion Picture Industry Individual Account Plan
11365 Ventura Boulevard
Studio City, California 91604-3148
(818) 769-0007

Mailing Address:
P.O. Box 1999
Studio City, California 91614-0999

NAMES & ADDRESSES OF THE DIRECTORS

See [page 57](#).

COLLECTIVE BARGAINING AGREEMENTS

The Plans are maintained pursuant to one or more Collective Bargaining Agreement, a copy of which may be obtained by Participants and Beneficiaries upon written request to the Plans' Chief Executive Officer and is available for examination by Participants and Beneficiaries.

THE NORMAL RETIREMENT AGE

The Normal Retirement Age under the Plans is generally age 65.

If a Participant does not have five Qualified Years or he/she has not been a Participant in the Pension Plan for five years (excluding service before December 25, 1988), his/her Normal Retirement Age will be delayed until he/she meets one of these requirements. If he/she has had a Break in Service, special rules apply to determine whether or not he/she has five Qualified Years or has participated in the Pension Plan for five years.

If a Participant has 400 Credited Hours in a Computation Year and has worked in the Industry at least one hour on or after August 1, 2000, the IAP only requires one year to Vest (if a Participant incurs a Break in Service before working the one hour on or after August 1, 2000, he/she must have 400 Credited Hours in a Computation Year after December 26, 1999 to Vest with less than five years.) A more detailed explanation of the rules governing "Normal Retirement Age" may be found in the Glossary of the SPD. Participants may call the Plans if they have any questions regarding these rules.

PROVISIONS OF THE QUALIFIED JOINT & 50% SURVIVOR ANNUITY

The provisions of the Qualified Joint and 50% Survivor Annuity, which provides a lifetime benefit for a surviving spouse, are set forth in Article IV of the Pension Plan and Article VI of the IAP Trust Agreements.

DISQUALIFICATION, INELIGIBILITY, DENIAL OR LOSS OF BENEFITS

A Participant may lose eligibility for benefits if any of the following conditions apply:

- A** A Participant who incurs a Break in Service after 1986, but before earning a Vested benefit, will forfeit any accrued benefits under the Pension Plan and any account balance under the IAP if the Participant incurs five consecutive Computation Years without earning 400 Vested Hours. Special rules apply to Participants who incur a Break in Service prior to 1986.
- B** A Participant who is receiving benefits under the Pension Plan, who returns to work in the Industry, must inform the Plans in writing within one week of his/her re-employment. If the Participant returns to work in the Industry, his/her Pension Plan benefits may be forfeited. Article IV, Section 7 of the Pension Plan and Article II, Section 5 of the IAP Trust Agreement.
- C** A Participant is not eligible to receive a Pension Plan or IAP benefit until he/she has filed written application to the Board of Directors at least two calendar months prior to the selected Retirement Date. Article IV, Section 1 of the Pension Plan and Article V, Section 1 of the IAP Trust Agreement.
- D** If a Participant has not yet reached age 65, but has received a Disability Retirement Pension Benefit and lost his/her entitlement to Social Security disability benefits, or otherwise no longer meets the definition of a disability Participant, he/she must inform the Plans, in writing, within one week of the date he/she received notice from the Social Security Administration.
- E** If a Participant stops receiving Social Security disability benefits before reaching age 65, or otherwise ceases to meet the definition of disability Participant, his/her Disability Retirement Pension Benefit under the Pension Plan will stop.
- F** If a Participant receiving benefits under the Pension Plan returns to work in the Industry, his/her Pension Plan benefits may also be forfeited.
- G** If a non-Vested Participant withdraws his/her Employee Contributions, plus interest, in a lump sum, all of the Participant's prior Credited Hours and Qualified Years will be forfeited. If the Participant earns Credited Hours thereafter, the previously forfeited Credited Hours and Qualified Years may be restored if the Participant repays the amount withdrawn, plus interest, at the rate set forth in the Pension Plan, prior to the earlier of either: 1) the fifth anniversary of the Participant's employment after the withdrawal; or 2) the end of five consecutive Computation Years during each of which the Participant failed to earn 400 Vested Hours.
- H** The Board of Directors has the power, under the Plans, to amend or terminate the Plans. Amendment or termination of the Plans could cause Participants to lose the right to continue to accrue benefits in the future, although the Board

of Directors has no present intention to make any such change to the Plans. In the event of termination of the Pension Plan, the IAP, or both, all benefits would become Vested to the extent the benefits are funded. Plan assets under the Pension Plan would be allocated in accordance with federal law.

As noted earlier, this document only provides certain highlights contained in the Trust Agreements for both the Pension Plan and IAP. Other provisions of the Trust Agreements may result in a loss of a Participants' benefits.

PLAN TERMINATION INSURANCE

The parties to the Collective Bargaining Agreements that establish the Plans intend that they continue indefinitely. However, the parties reserve the right, subject to the provisions of the Trust Agreements, to terminate either of the Plans. To terminate the Pension Plan (but not the IAP), they must notify and seek approval from a governmental agency called the Pension Benefit Guaranty Corporation (PBGC).

If either the Pension Plan or the IAP is terminated, Participants will be notified as soon as possible. Participants will be told the amount, if any, to which they will become entitled, with an explanation of any election that they may have to make.

Participants' benefits are protected as follows: The assets in the IAP, after provision for administrative expenses, will be used to provide for all benefits accrued to the date of termination, whether or not those benefits are Vested. The assets in the Pension Plan, after provision for administrative

expenses, will be used to provide benefits in accordance with PBGC regulations. Upon termination of the Pension Plan, the Board of Directors shall take such steps as it deems necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

Participants' Pension Plan benefits under this multiemployer Pension Plan are insured by the PBGC, a federal insurance agency.

A multiemployer pension plan is a collectively bargained arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by:

- 1 100% of the first \$11 of the monthly benefit accrual rate; and
- 2 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month multiplied by a Participant's years of service. For example, the maximum annual guarantee for a retiree of 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- 1 normal and early retirement benefits;

- 2 disability benefits if someone becomes disabled before the Pension Plan becomes insolvent; and

- 3 certain benefits for survivors.

The PBGC guarantee generally does not cover:

- 1 benefits greater than the maximum guaranteed amount set by law;
- 2 benefit increases and new benefits based on pension plan provisions that have been in place for fewer than five years at the earlier of (i) the date the pension plan terminates; or (ii) the time the pension plan becomes insolvent;
- 3 benefits that are not Vested because someone has not worked long enough;
- 4 benefits for someone who has not met all of the requirements at the time the pension plan becomes insolvent;
- 5 non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC's Technical Assistance Division, 445 12th Street SW, Washington, D.C. 20024-2101 or call (202) 326-4000 (not a toll-free number). If you are deaf or hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the internet at www.pbgc.gov.

The PBGC does not insure any benefits provided by the IAP

SOURCE OF FINANCING OF THE PLANS AND IDENTITY OF ANY ORGANIZATION THROUGH WHICH BENEFITS ARE PROVIDED

On and after October 28, 1990, all Contributions to the Plans (other than UV and HP) are made by Employer parties in accordance with their Collective Bargaining Agreements or Non-Affiliate Agreements.

The Plans will provide Participants, upon request, information as to whether a particular Employer is an Employer participating in the Plans and as such, is remitting Contributions to the Plans on a Participant's behalf.

Benefits are provided from the Plans' assets which are accumulated and invested under the provisions of the Collective Bargaining Agreements and the Trust Agreements of the Pension Plan and IAP and held by the Corporate Co-Trustee for the purpose of providing benefits to Active and Retired Participants and defraying reasonable administrative expenses. The Northern Trust Company has been designated as the Corporate Co-Trustee to the Plans.

The Northern Trust Company is located at:

50 S. LaSalle Street
Chicago, IL 60675

RECORD-KEEPING PERIOD/PLAN YEAR/COMPUTATION YEAR

Beginning January 1, 2001, the Plan Year is a calendar year for the Plans' accounting purposes, with a Plan Year end date of December 31 for the Plans' fiscal records. Benefit accruals will be calculated and allocated to Participants each Computation Year which begins

on the Sunday before the last Thursday of a calendar year and ends on the Saturday before the last Thursday of the subsequent calendar year.

REMEDIES AVAILABLE UNDER THE PLANS FOR THE REDRESS OF CLAIMS WHICH ARE DENIED

Participants in the Pension Plan and the IAP are entitled to certain rights and protections under ERISA.

ERISA provides that a Participant is entitled to examine, without charge at the Plans' Administrative Office and at certain Employer and Union offices, all of the Plans' documents, including insurance contracts, Collective Bargaining Agreements and copies of the latest annual reports (Form 5500 Series) filed by the Plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Participants are entitled to obtain, upon written request to the Plans' Chief Executive Officer, copies of documents governing the operation of the Plans, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual reports (Form 5500 Series) and an updated summary plan description. The Plans' Chief Executive Officer may make a reasonable charge for the copies.

A summary of the Plans' annual financial reports, as well as an annual statement of a Participant's total Pension Plan benefits and his/her total Qualified Years, will automatically be sent to him/her each year.

Participants are also entitled to

obtain a statement telling them whether or not they have a right to receive a Pension Plan benefit at Normal Retirement Age (generally, age 65) and, if so, what that benefit would be at Normal Retirement Age if they immediately stop working under the Plans. If they do not have a right to a Pension Plan benefit, the statement will tell them how many more years they have to work to receive a Pension Plan benefit. This statement must be requested in writing or in person and is not required to be given more than once a year. The Plans must provide the statement free of charge. The Plans will provide this information to the extent they are able to, based on available records.

In addition to creating rights for Participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Plans. The people who operate the Plans, called "fiduciaries" of the Plans, have a duty to do so prudently and in the interest of all of the Plans' Participants and Beneficiaries.

No one, including a Participant's Employer, his/her Union, or any other person, may fire a Participant or otherwise discriminate against him/her in any way to prevent him/her from obtaining a Pension Plan or IAP benefit or exercising his/her rights under ERISA.

If a Participant's claim for a Pension Plan or IAP benefit is denied or ignored, in whole or in part, he/she has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a

Participant can take to enforce the above rights. For instance, if a Participant requests a copy of the Plans' documents or the latest annual reports from the Plans and do not receive them within 30 days, he/she may file suit in a federal court. In such a case, the court may require the Plans' Chief Executive Officer to provide the materials and pay up to \$110 a day until a Participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Chief Executive Officer. If a Participant has a claim for benefits, which is denied or ignored, in whole or in part, he/she may seek arbitration after completing the claims and review procedures. In addition, if a Participant disagrees with the Plans' decision or lack thereof concerning the qualified status of a domestic relations order, he/she may seek arbitration. If it should happen that the Plans' fiduciaries misuse the Plans' money, or if a Participant is discriminated against for asserting his/her rights, he/she may seek assistance from the U.S. Department of Labor, or he/she may seek arbitration. The arbitrator will decide who should pay court costs and legal fees. If a Participant is successful, the arbitrator may order the person who has been sued to pay these costs and fees. If the Participant loses, the arbitrator may order him/her to pay costs and fees, if for example, the claim is found to be frivolous.

If a Participant has questions about the Plans, he/she should contact the Plans' Chief Executive Officer. If he/she has any questions about this statement or about his/her rights under ERISA, or if he/she needs assistance in obtaining documents from the Plans' Chief Executive Officer, he/she should contact

the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in his/her telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. He/she may also obtain certain publications about his/her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CLAIMS PROCEDURE

Upon application for retirement, the Plans will provide Participants with confirmation of the amount of monthly income he/she will receive at retirement based on the form of benefit he/she has selected. In addition, he/she may file any other claim with respect to the Plans' operations by writing to the Plans (to the attention of the Plans' Chief Executive Officer). In general, the Plans will review all applications and claims, although they may refer certain matters to the Benefits/Appeals Committee of the Board of Directors ("Committee").

If a Participant's application for benefits or claim under the Plans has been denied in whole or in part, he/she will be notified of such a decision in writing. The notification will describe the specific reason(s) for denial, contain specific references to pertinent provisions of the Plans provisions upon which the denial is based, describe any additional material information necessary for the Participant to perfect the claim, and explain the Plans' review procedure. This notice will be provided within 90 days of a Participant making a claim, although an additional 90 days

may be required under special circumstances.

If a Participant desires further consideration of the decision denying his/her claim, he/she may request within 60 days of the determination, a review of his/her benefit by writing to the Plans (to the attention of the Plans' Chief Executive Officer, who shall forward such information to the Committee). In connection with this review, a Participant shall be entitled to review pertinent documents of the Plans and then submit issues and comments in writing to be considered by the Committee. Failure to file a request for review within this 60-day period shall constitute a waiver of the right to review of the decision and such decision will be final and binding upon all parties thereto.

Once a written request has been received, the Participant will be notified in writing of the results of the review of the situation with the specific reason for any denial. They will ordinarily be notified within 60 days of the determination, although an additional 60 days may be required under special circumstances. The written notice will include specific reasons for the decision and references to pertinent provisions of the Plans upon which the decision is based.

The decision of the Committee shall be final and binding on all parties, including the Participant and any person claiming on behalf of the Participant. The foregoing provisions of the *SPD* will apply to and include any and every claim to benefits under the Plans and any claim asserted against the Plans, regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

Notwithstanding any other provisions of the Plans, no legal action, including arbitration, may be commenced with respect to or arising out of any claim for benefits against the Plans (or the Board of Directors or any of its or their agents) more than 180 days after the Participant, Pensioner, Beneficiary, or other individual is first given a written notice of the denial of their appeal by the Committee. 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 limitation period shall apply to all legal actions, including arbitration, arising out of or relating to a claim for benefits including, but not limited to, any legal action under ERISA to the extent the claim relates to the provision of benefits or rights under the Plans.

ARBITRATION OF PARTICIPANT CLAIMS

If a Participant is still dissatisfied with the resolution of a claim for benefits after having completed both the initial claim and review procedures outlined above and the claim arises on or after November 1, 2004, the Participant may seek further review of the claim only through arbitration administered by the American Arbitration Association (AAA) under its Employee Benefit Plan Claims Arbitration Rules. The decision of the arbitrator shall be final and binding and judgment on the award may be entered in any appropriate court.

The arbitrator shall be selected from a list of nine potential arbitrators chosen from the National Panel of Employee Benefit Plan Claims Arbitrators.

The Participant and the Plans 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 Participant and the Plans 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 above. The arbitration shall be conducted in Los Angeles, California, and shall follow the procedures of the AAA.

In general, each of the parties to the arbitration shall bear that party's own attorneys' fees and costs, although the arbitrator has the ability to award attorney's fees and costs in accordance with ERISA. The arbitrator's fee and any administrative expenses charged by AAA shall be paid by the Plans.

SPECIAL RULES APPLICABLE TO CERTAIN CLAIMS FOR DISABILITY BENEFITS

The following special rules apply in the case of a claim for disability benefits if the determination with respect to disability is not based on a determination by the Social Security Administration.

If there is a claim for disability benefits under the Plans, the Plans' Chief Executive Officer shall notify the Participant of the Plans' adverse benefit determination within 45 days after receipt of the claim by the Plans. This period may be extended by the Plans for up to 30 days, if an extension is necessary due to matters beyond the control

of the Plans and the Participant is so notified prior to the expiration of the initial 45-day period. If, prior to the end of the first 30-day extension period, the Plans' Chief Executive Officer determines that, due to matters beyond the control of the Plans, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days if the Plans' Chief Executive Officer notifies the Participant prior to the expiration of the first 30-day extension period. In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevents a decision on the claim, and the additional information needed to resolve those issues. The Participant shall have at least 45 days to provide the specified information.

If an internal rule, guideline, protocol, or other similar criterion of the Plans was relied upon in making an adverse benefit determination with respect to disability benefits, the Plans' Chief Executive Officer's written notice shall include either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy will be provided free of charge to the Participant upon request.

If a Participant wants further consideration of the decision denying his/her claim for disability benefits, he/she may request within 180 days of the decision, a review of his/her benefit by writing to the Plans (to the attention of the Plans' Chief Executive Officer, who

shall forward such information to the Committee).

With respect to appeals made to the Committee, the Committee shall make a determination no later than the date of the meeting of the Committee that immediately follows the Plans' receipt of a request for review, unless the request for review is filed during the 30 days prior to the date of the meeting. In such a case, a benefit determination may be made at the second meeting following the Plans' receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination shall be made by the third meeting of the Committee following the Plans' receipt of the request for review. The Plans' Chief Executive Officer shall notify the Participant of any extension in writing, describing the special circumstances and the date by which the benefit determination will be made, prior to the commencement of the extension. The Plans' Chief Executive Officer shall notify the Participant of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

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▶ Local 52

▶ Local 161

▶ Local 600 (644)

▶ Local 666

▶ Local 700

**MOTION PICTURE INDUSTRY
PENSION PLAN**

**BENEFITS
APPENDIX**

Contact Us

THE MOTION PICTURE INDUSTRY PENSION & HEALTH PLANS

It is important to keep your contact information up to date with the Motion Picture Industry Pension & Health Plans (MPIPHP) throughout your career.

PLEASE CONTACT MPIPHP WHEN YOU:

- ▶ Change your address, phone number or email;
- ▶ Become married or divorced;
- ▶ Welcome a new child into your family; or
- ▶ Have questions about your Pension Plan, Individual Account Plan or Health Plan benefits.

Change of Address and Beneficiary forms can be found on the MPIPHP website.

PLEASE SUBMIT ALL FORMS AND CORRESPONDENCE TO:

Motion Picture Industry Pension & Health Plans
P.O. Box 1999, Studio City, CA 91614-0999

PARTICIPANT SERVICES CENTER

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service@mpiphp.org

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(855) ASK-4MPI or
(855) 275-4674
Hours: 6 am to 6 pm
(Pacific Time)

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(Eastern Time)

PENSION PLAN BENEFITS APPENDIX

Former East Coast Local 52 Pension Fund Participants

This Appendix is part of your July 2023 Summary Plan Description for the Motion Picture Industry Pension Plan (“Pension Plan”) and Motion Picture Industry Individual Account Plan (“IAP”), (collectively, the “Plans”).

The nature and extent of benefits provided by the Pension Plan and the rules governing eligibility are determined solely and exclusively by the Directors of the Plans, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the benefits and to decide any factual questions related to eligibility for and the extent of benefits provided by the Pension Plan, consistent with applicable law.

Employees of the Plans have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the Plans are not binding upon the Directors and cannot increase or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the Pension Plan and to amend the rules governing eligibility at any time, consistent with applicable law.

DEAR PENSION PLAN PARTICIPANT:

This Appendix is for those eligible Participants in the Local 52 Pension Fund (the “52 Pension Plan”) who became Participants in the Motion Picture Industry Pension Plan on January 1, 2004 (“Merger Date”), the effective date of the merger between the two plans. This Appendix explains your 52 Pension Plan benefits where they differ from the Pension Plan, and is part of your Pension Plan *SPD*. You should also retain your 52 Pension Plan Summary Plan Description, as some of those rules may be relevant. If you have any questions about your benefits, please call the Plans’ toll-free Participant Services Center at (855) ASK-4MPI (275-4674).

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan
Motion Picture Industry Individual Account Plan

NOTE FOR RETIREES

If you were a retiree of the 52 Pension Plan prior to the Merger Date, you will continue to receive your monthly pension check except that after the merger it is issued by the Pension Plan. Except as provided in this notice, unless you return to work, nothing in the merger affected you.

NOTE FOR VESTED PARTICIPANTS

If you are Vested (meaning your benefits are not forfeitable under the 52 Pension Plan), you remain Vested in the Pension Plan after the merger. All 52 Reserve Plan benefits will remain Vested, and any future IAP benefits you earn are fully Vested.

YOUR PENSION PLAN BENEFITS

1 Amendment to Benefit Formula

Effective January 1, 2004, you no longer earned benefits under the 52 Pension Plan rules. Your 52 Pension Plan benefit is limited to your pension credits and benefit earned as of December 31, 2003. The 52 Pension Plan normal retirement benefit earned as of December 31, 2003 is referred to as the "52 Pension Plan Accrual" and is described below. Your Vested 52 Pension Plan Accrual will not be taken away from you; you will be entitled to it when you ultimately retire under the terms of the Pension Plan. Except for any applicable benefit increases that have been or may in the future be adopted for actives or retirees under Pension Plan rules, your 52 Pension Plan Accrual will be frozen as of December 31, 2003.

These rules are described in the Pension Plan SPD.

Effective January 1, 2004, if you worked in employment requiring contributions to the Pension Plan, you started earning benefits under the Pension Plan formula. This benefit you may earn under the Pension Plan rules on or after January 1, 2004 is referred to as the "Future Benefit." When you finally retire, your Pension Plan benefit will be the sum of the 52 Pension Plan Accrual (earned as of December 31, 2003) plus the Future Benefit you earn after that date.

The 52 Pension Plan Accrual will be available under the normal and early retirement rules of the 52 Pension Plan – you may retire early if you are age 55 or older and have at least 15 Special Years. Your Special Years are generally a total of your 52 Pension Plan credits and any Qualified Years you earn after the merger. Future Benefits will not be available until age 65, unless you satisfy the Pension Plan early retirement rules, in which case the Pension Plan early retirement factors apply. In addition, if (1) as of January 1, 2004, you were both 48 or older and had 10 pension credits or more; and (2) you subsequently retire on or after age 55 with 15 or more Retirement credits, then you may elect to receive both your 52 Pension Plan Accrual and your Future Benefit accrual under the early retirement rules of the Local 52 Pension Plan.

2 The 52 Pension Plan Benefit Formula

The 52 Pension Plan benefit was generally equal to the number

of your pension credits after February 18, 1957 multiplied by the monthly benefit accrual rate in effect at the time you retire. The rate as of December 31, 2003 was \$77. This rate does not apply if you previously had a Break in Service, unless you repaired the break. Instead, the rate in effect at the time you left employment applies to service earned before that time. For active Participants without a Break in Service, the 52 Pension Plan accrued benefit was increased by 15% effective August 1, 2003 and an additional 10% effective August 1, 2006. Participants were credited with pension credit for a calendar year if they had 120 days of service in covered employment for that year under the 52 Pension Plan. If the Participant worked less than 120 days, partial credit was granted, in accordance with the following schedule (referred to as partial credit rules):

As long as you have 15 pension credits, you can retire at age 62 without an early retirement reduction. Otherwise, you can retire at age 65 if you are Vested.

3 The Pension Plan Benefit Formula

DAYS IN COVERED EMPLOYMENT FOR A CALENDAR YEAR	PENSION CREDITS
90 - 119	.75
60 - 89	.50
30 - 59	.25
Less than 30	None

The benefit formula under the Pension Plan is different from the formula under the 52 Pension Plan. The benefit under

the Pension Plan is not based on pension credits. Instead, it is based on Credited Hours — these are generally hours for which contributions are required by the Pension Plan and the applicable collective bargaining agreements. Contributions are normally owed for all hours worked or guaranteed. In general, to earn benefits, you must earn a Qualified Year, which is 400 Credited Hours during a Computation Year. In addition, normal retirement under the Pension Plan is generally at age 65. The benefit formula in effect after January 1, 2011 is as follows:

- ▶ The monthly benefit rate for the first 10 Qualified Years is \$.03729 per Credited Hour. For example, 1,000 Credited Hours in your seventh Qualified Year will earn a benefit of \$37.29 per month payable at Normal Retirement Age.
- ▶ The monthly benefit rate for the 11th to 20th Qualified Year is \$.04972 per Credited Hour. For example, 1,000 Credited Hours in your 11th Qualified Year will earn a benefit of \$49.72 per month payable at Normal Retirement Age.
- ▶ After the 20th Qualified Year, the 400 Credited Hours requirement will no longer apply. Participants will earn benefits even if they accumulate less than 400 Credited Hours in a

Computation Year. They will earn at the rate of \$.04972 per Credited Hour. For example, 300 Credited Hours in your 23rd Year will earn a benefit of \$14.92 per month payable at Normal Retirement Age.

If you continued to work in covered employment, you started earning benefits under this formula on January 1, 2004 for hours earned on and after that date. These benefits will be in addition to your 52 Pension Plan Accrual. Your 52 Pension Plan credits will count for determining the rate of Future Benefits you earned (\$.03729 versus \$.04972 per Credited Hour).¹ As described above, the benefit rate under Pension Plan differs depending on whether you have 10 or more Qualified Years. Thus, if the sum of your Qualified Years after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The rates described above do not apply to hours before a Break in Service as described in the Pension Plan *SPD*. Instead, the rate in effect at the time you had a Break in Service applies to hours before the break. Unlike the 52 Pension Plan, the Pension Plan does not allow you to repair a Break in Service.

4 Comparison of Formulas

To better understand the different formulas, the table on the top of

page 6 shows the benefits earned in a single year of work under the old 52 Pension Plan formula and the Pension Plan formula, depending upon the number of hours worked and your number of years. Different Pension Plan amounts are shown depending upon how many years you have since the benefit rate differs. The amounts shown are the monthly benefit payable to you at age 65 in the form of a single life annuity.

5 Early Retirement Rules

The early retirement rules under the 52 Pension Plan continue to apply to your 52 Pension Plan Accrual. Under these rules, you can retire at age 55 as long as you have 15 Special Years. The early retirement benefit is reduced by $6\frac{2}{3}\%$ for each year ($\frac{5}{9}$ of 1% per month) you are younger than age 62 at your retirement date. All your Local 52 Pension Plan pension credits count as Special Years. In addition, solely for purposes of determining whether you can retire early with respect to your 52 Pension Plan Accrual only (but not your Future Benefit), you will earn a Special Year after 2003 if you have 400 Credited Hours in a Computation Year. However, these credits will not increase the amount of your 52 Pension Plan Accrual. Thus, it is possible that you can retire early with regard to your 52 Pension Plan Accrual and not your Future Benefit.

In general, the early retirement

1. While the credit or service you earned under the 52 Pension Plan before the merger counts for determining the rate of the Future Benefits you earn (and, as described in this notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 pension credits and 1,500 days of service under the 52 Pension Plan as of December 31, 2003. You will keep your 52 Pension Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 52 Pension Plan Service is counted for this purpose.

Monthly Benefit Payable at Age 65 Based on One Year of Covered Employment

CREDITED HOURS IN A YEAR (assuming 12-Hour Days)	MONTHLY LOCAL 52 PENSION PLAN ACCRUAL	MONTHLY PENSION PLAN FUTURE BENEFIT (1st thru 10th Qualified Year)	MONTHLY PENSION PLAN FUTURE BENEFIT (11th thru 20th Qualified Year)
2,400	\$77.00	\$89.50	\$119.33
2,200	\$77.00	\$82.04	\$109.38
2,000	\$77.00	\$74.58	\$99.44
1,800	\$77.00	\$67.12	\$89.50
1,570	\$77.00	\$58.55	\$78.06
1,430	\$57.75	\$53.32	\$71.10
1,290	\$57.75	\$48.10	\$64.14
1,150	\$57.75	\$42.88	\$57.18
1,010	\$38.50	\$37.66	\$50.22
870	\$38.50	\$32.44	\$43.26
730	\$38.50	\$27.22	\$36.30
590	\$19.25	\$22.00	\$29.33
450	\$19.25	\$16.78	\$22.37
360	\$19.25	\$0	\$0 (11th-20th Year) \$17.90 (After 20 Years)
249	\$0	\$0	\$0 (11th-20th Year) \$12.38 (After 20 Years)

RETIREMENT AGE	LOCAL 52 PENSION PLAN ACCRUAL (15 or more Pension)	PENSION PLAN REDUCED EARLY RETIREMENT BENEFIT FACTORS	PENSION PLAN BENEFIT (20 or more Qualified Years if under age 62; 10 years if 62 or older)	PENSION PLAN BENEFIT (30 or more Qualified Years and 60,000 Credited Hours)
65	\$100.00	100%	\$100.00	\$100.00
64	\$100.00	92.50%	\$92.50	\$100.00
63	\$100.00	86%	\$86.00	\$100.00
62	\$100.00	80%	\$80.00	\$100.00
61	\$93.33	74.50%	\$74.50	\$100.00
60	\$86.67	69%	\$69.00	\$100.00
59	\$80.00	64%	\$64.00	\$92.80
58	\$73.33	59.50%	\$59.50	\$86.20
57	\$66.67	55.50%	\$55.50	\$80.40
56	\$60.00	52%	\$52.00	\$75.40
55	\$53.33	49%	\$49.00	\$71.00

provisions in the Pension Plan will apply only to your Future Benefit. Under these rules, you can retire at age 55 as long as you have 20 Qualified Years. You can retire at age 62 as long as you have 10 Qualified Years.

To better understand the factors, the table on the bottom of [page 6](#) shows the reduction depending on your age at retirement, assuming you were otherwise entitled to \$100/month at age 65 and you have the appropriate number of years.

There are two exceptions to these rules. First, if you qualify for an Unreduced Early Retirement Pension Benefit under the Pension Plan, you will be entitled to both your 52 Pension Plan Accrual and Future Benefit unreduced for early retirement. This requires at least 30 Qualified Years and attainment of age 62 with 50,000 Credited Hours (or age 61 with 55,000 Credited Hours, or age 60 with 60,000 Credited Hours.)

Second, if on January 1, 2004, you had at least 10 years of pension credit under the 52 Pension Plan and had attained age 48, the early retirement rules under the 52 Pension Plan will apply to your entire benefit (that is both your 52 Pension Plan Accrual and your Future Benefit). Thus, if on

December 31, 2003, you were age 48 with 10 pension credits, you can receive your entire benefit under the early reduction rules in the 52 Pension Plan at such time as you have both attained age 55 and earned 15 retirement credits. For this purpose only (and for purposes of pre-retirement death benefits, you will receive a retirement credit for each pension credit you earned before 2004. For this purpose, you may earn an additional retirement credit for each Computation Year after 2003 in which you earn at least 1,440 credited hours, with partial credit per the table on [page 7](#).

6 Other Rules

The Pension Plan has been amended to provide a number of additional rules to coordinate the 52 Pension Plan Accrual and Future Benefit.

FORMS OF BENEFITS

When you retire, you can elect to receive your 52 Pension Plan Accrual in one of the forms available under the 52 Pension Plan. These include the Joint and Survivor Pension Benefit (with either a 50% or 100% Survivor Annuity, and with a Pop-up if your spouse predeceases you) or a Lifetime Annuity (with a 10 year guarantee if you have at least 15

pension credits). Each of these is described in the 52 Pension Plan Summary Plan Description. In addition, the requirement that you be married for one year in order to receive the Joint and Survivor Pension Benefit under the 52 Pension Plan does not apply to retirements after December 31, 2003.

The forms of benefit available under the Pension Plan will apply only with respect to your Future Benefit. The forms of benefit under the Pension Plan are a Life Annuity Benefit, a Qualified Joint & 50% Survivor Annuity Benefit, a Joint & 100% Survivor Annuity Benefit, a Joint & 50% Pop-up Annuity Benefit, a Joint & 100% Pop-up Annuity Benefit, and a 10-Years Certain and Life Annuity Benefit. In general, the only beneficiary allowed under any of these forms is your spouse, except that under the 10-Years-Certain and Life Annuity Benefit, you may elect to have either your spouse or children as beneficiary. For Participants retiring in 2009 and thereafter, the Qualified Joint & 75% Survivor Annuity Benefit is available with respect to both the 52 Pension Plan Accrual and the Future Benefit. These rules are described more completely in the Pension Plan *SPD*.

VESTING AND VESTING YEARS

In general, a five-year cliff Vesting schedule will apply for both your 52 Pension Plan Accrual and your Future Benefit. However, if you do not have any hours after 1996, the prior 10-year Vesting schedule will apply.

For Vesting purposes, you will

CREDITED HOURS DURING PLAN YEAR	RETIREMENT CREDIT FOR PLAN YEAR
0 - 359	0
360 - 719	1/4
720 - 1079	1/2
1080 - 1439	3/4
1440 and over	1

receive credit for your prior Vesting service under the 52 Pension Plan (100 days in a calendar year). In general, your Vested Years as of January 1, 2004 are the greater of: (1) the actual nonforfeited Vested Years you earned under the 52 Pension Plan or (2) the number of Computation Years in which you had 400 or more hours in the 52 Pension Plan (excluding years forfeited if the Pension Plan forfeiture rules had applied). For this purpose, you are credited with 12 hours for each day of service. You also receive credit for your Vesting Years earned under the Pension Plan after 2003.

QUALIFIED YEARS

For most purposes, such as eligibility for early retirement under the Pension Plan and eligibility for disability under the Pension Plan, you will receive credit for your prior service under the 52 Pension Plan. However, you will not receive any Future Benefit with respect to the credit or service you earned under the 52 Pension Plan. In general, your Qualified Years as of January 1, 2003 are the greater of:

- ① the actual pension credits you earned under the 52 Pension Plan as of that date (for this purpose, the partial credit rules will apply); or
- ② the number of Computation Years in which you had 400 or more hours in the 52 Pension Plan (excluding years forfeited if the Pension Plan forfeiture rules had applied).

For this purpose, you are credited with 12 hours for each day of service. You also receive credit for

your Qualified Years earned under the Pension Plan after 2003.

While these rules apply for purposes of determining whether you can retire early under the Pension Plan rules, they do not apply for purposes of determining whether you can retire early under the 52 Pension Plan rules.

DISABILITY BENEFITS

If your date of entitlement is prior to December 31, 2003, then the 52 Pension Plan rules apply. The rules in the 52 Pension Plan regarding disability benefits no longer apply if your date of entitlement from the Social Security Administration is after December 31, 2003. If you qualify, both the Future Benefit and 52 Pension Plan Accrual will be paid to you in accordance with these rules. Of course, if you were receiving a disability benefit under the 52 Pension Plan as of December 31, 2003, that benefit will remain in effect as long as you remain eligible for that benefit.

PRE-RETIREMENT DEATH BENEFITS

Future Benefit

In all cases, the Pension Plan pre-retirement death benefit rules will apply to your Future Benefit. Under these rules, if you are Vested and have a legal spouse to whom you have been married for at least one year prior to your death (prior to retirement), your spouse is entitled to a Surviving Spouse Benefit. This benefit is an annuity equal to the survivor portion of your Future Benefit if paid in the form of a Qualified Joint & 50% Survivor Annuity Benefit (beginning when you would have reached retirement

age, or death if later). Your spouse may elect a lump sum benefit instead.

52 Pension Plan Accrual

If you had fewer than 12 pension credits under the 52 Pension Plan as of December 31, 2003, the Pension Plan pre-retirement death benefit rules will also apply to your 52 Pension Plan Accrual. If you had 12 or more pension credits under the 52 Pension Plan as of December 31, 2003, different rules apply as follows:

- ① If you die prior to the time you have earned 15 “retirement credits” and you do not have a legal spouse to whom you have been married for at least one year prior to your death (a “one-year spouse”), the Pension Plan rules also apply to your 52 Pension Plan Accrual.
- ② If you earn 15 “retirement credits” by the time of your death, and you do not have a one-year spouse, your beneficiary (as determined under the Pension Plan rules) is entitled to a 10 year installment benefit commencing as soon as practicable after your death. The amount of each payment will equal the 52 Pension Plan Accrual payment that would have been made to you had you retired on the date of your death. (For this purpose only, if you die prior to age 55, you will be treated as if you attained age 55 at such time – thus, your pre-retirement benefit will be 53.33% of the 52 Pension Plan Accrual.)
- ③ If you have a Qualified Spouse

to whom you have been married for at least 365 days at the time of your death, your spouse is entitled to a Surviving Spouse Benefit, which is an annuity for his or her lifetime beginning when you would have reached retirement age, or death if later. This benefit is an annuity equal to the survivor portion of your 52 Pension Plan Accrual if paid in the form of a Qualified Joint & 50% Survivor Benefit (beginning when you would have reached retirement age, or death if later). If you had 20 pension credits as of December 31, 2003, the benefit is larger – it is an annuity equal to the survivor portion of your 52 Pension Plan Accrual if paid in the form of a Qualified Joint & 100% Survivor Benefit. No lump sum is available. However, your spouse may elect a 10 year installment instead of the Surviving Spouse Benefit. This election must be made within 90 days after receiving an explanation of this benefit after your death.

BENEFIT SUSPENSION RULES

The 52 Pension Plan and the Pension Plan both suspend benefits if you retire and come back to work. On or after January 1, 2004, the Pension Plan rules apply to the Future Benefit. The Pension Plan rules apply to the 52 Pension Plan Accrual except to the extent the 52 Pension Plan suspension rules are more favorable, in which case those rules apply. These rules also apply to 52 Pension Plan members who previously retired.

BREAK IN SERVICE RULES

Both the 52 Pension Plan and Pension Plan also have Break in Service rules. These rules apply for at least two purposes:

- ① generally, you are not entitled to any possible benefit increase for service prior to a break; and
- ② determining whether your prior service is forfeited if you leave employment before you are Vested.

After the merger, the various break rules in the 52 Pension Plan no longer apply. Instead, the Pension Plan rules are in effect and apply to both your 52 Pension Plan Accrual and Future Benefit. However, prior breaks under the 52 Pension Plan are still considered. In general, you incur a Break in Service under the Pension Plan rules if you have a period of two consecutive years with less than 200 Vested Hours in each year. Your service under the 52 Pension Plan prior to the merger will be considered for this purpose to determine if you have a break.

Thus, if you are not Vested and have a forfeiture after the merger under the Pension Plan rules, you will forfeit both your 52 Pension Plan Accrual and the Future Benefit you earned up until the forfeiture. The Pension Plan's forfeiture rules are described in the Pension Plan *SPD*. If you had a forfeiture under the 52 Pension Plan before the merger, the 52 Pension Plan Accrual earned before the break remains forfeited.

In addition, if there are subsequent benefit increases that apply to the 52 Pension Plan

Accrual, and you had a Break in Service under the 52 Pension Plan rules (prior to the merger) or a Break in Service under the Pension Plan rules (after the merger), you will not be entitled to any increase with respect to the 52 Pension Plan Accrual or Future Benefit earned before the break.

Finally, the 52 Pension Plan had certain rules that allowed you to repair your earlier Break in Service so that you would be entitled to future benefit rate increases. There are no repair rules under the Pension Plan. On or after January 1, 2004, you are no longer able to repair any break.

OTHER RULES

In general, all other rules of the Pension Plan apply after December 31, 2003. For example, the Pension Plan requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the Pension Plan also apply. The Pension Plan rules about earning benefits after Normal Retirement Age also apply, except that your 52 Pension Plan Accrual when you retire will not be less than the amount you would have received if you had retired on December 31, 2003.

STUDIO MECHANICS WHO PARTICIPATED IN THE 52 PENSION PLAN AND THE PENSION PLAN PRIOR TO MERGER

A number of special rules apply to you if you participated in both the Pension Plan and the 52 Pension Plan prior to January 1, 2004. You retain all benefits you have earned under both plans as of January 1,

2004. Essentially, your benefits will be equal to the 52 Pension Plan Accrual you earned under the 52 Pension Plan prior to January 1, 2004 plus all of the benefits you earn under the Pension Plan both before and after the merger. You keep the benefit you earned under the Pension Plan prior to January 1, 2004; it is subject to all of the applicable Pension Plan rules.

In addition, certain special rules apply for purposes of calculating your service. In general, the rules in this Appendix apply; you are also entitled to credit for your service under the Pension Plan prior to the merger. However, you are not entitled to duplicate service. For example, if you earned a Qualified Year in 1995 under the Pension Plan, you are not entitled to earn another Qualified Year under the 52 Pension Plan for 1995. The same concept applies for Vesting and early retirement. In addition, your service under the Pension Plan and the 52 Pension Plan cannot be combined to determine if you have a Vesting Year, Qualified Year or pension credit. Other special rules apply.

7 Loan-Outs/Employee Shareholders

The Pension Plan and the IAP do not permit Loan-Out Companies. A "Loan-Out Company" is defined as a company controlled by the loaned out Employee, who is the only Employee of the company performing work in the Industry, to contribute to the Pension Plan or the IAP. If such an Employee

is loaned out to a borrowing Employer that participates in the plans, the borrowing Employer may be required to contribute. In addition, if an Employee is an officer, shareholder or member (or a spouse of such a person) of a company that is not a Loan-Out Company, then special rules apply regarding the amount of contributions that are required. If you fall into either of these categories, please contact the Pension Plan for further information.

YOUR INDIVIDUAL ACCOUNT PLAN BENEFITS

The Pension Plan SPD also contains information for the IAP. Beginning January 1, 2004, you became eligible to participate in the IAP. This is described below.

Prior Account Balance

Your December 31, 2003 account balance under the Local 52, I.A.T.S.E. Reserve (Annuity) Fund (the "52 Reserve Plan") is called your Special Account under the IAP. The Special Account is 100% Vested and cannot be taken away from you. Your Special Account will be credited with future gains and losses on that account balance in accordance with the IAP rules for allocating gains and losses. In general, you may withdraw your Special Account in accordance with the distribution rules applicable under the 52 Reserve Plan. Thus, you can withdraw the funds when you attain age 59 ½. Prior to age 59 ½, you may withdraw the Special

Account if you have no covered employment for at least three months (distributions will not be made until the IAP verifies this, and no distribution is made if IAP learns you are working during the period it is verifying this). However, because financial hardship withdrawals are not permitted under the IAP, they will not be permitted from Special Accounts.

You may elect to receive your Special Account in the form of a Life Annuity Benefit, Qualified Joint & Survivor Annuity Benefit, Joint and 75% Survivor Annuity Benefit or a lump sum. Installments for limited periods are no longer permitted. Of course, you may still elect to roll a lump sum over to another plan or IRA that will accept it.

Future Contributions and Allocations

Effective January 1, 2004, you started earning benefits under the rules of the IAP. Under these rules, if you earn 400 Credited Hours in a Computation Year², you will receive an allocation under the IAP of contributions made on your behalf.³ All such contributions will be credited to your IAP. Your IAP is separate from your Special Account, and different distribution rules apply.

In general, your employer is required to contribute 6.0% of your scale regular basic hourly rate of pay (subject to possible reallocation of 1% to the Health Plan).⁴ This amount is invested by a number of professional

2. 870 hours are required if you have previously received an IAP distribution; distributions from the 52 Reserve Fund or from your Special Account will not trigger this 870 hour rule.

3. If you do not earn a Qualified Year, no allocation will be made.

investment advisors and the earnings (or losses) on these amounts are also allocated to your IAP. As noted above, earnings (and losses) on your Special Account balance will also be allocated to your IAP.

You may take your IAP in a lump sum or annuity when you retire from the IAP, based on the IAP distribution rules as set forth in the enclosed Pension Plan *SPD*. For most purposes under the IAP, such as determining eligibility for early retirement and eligibility for disability, you will receive credit for your service under the 52 Pension Plan prior to January 1, 2004. However, to the extent the IAP provides any actual allocations of contributions based on prior service, your prior service under the 52 Pension Plan will not count.

retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the Pension Plan will also apply.

Vesting

In general, you are always 100% Vested in your Special Account and IAP. There is one exception - if you participated in the IAP prior to the merger, and you were not Vested in the IAP, your IAP will not Vest automatically. You will only Vest if you meet the IAP Vesting rules (generally, one Qualified Year after 1999, or five Vesting Years, and at least one Credited Hour after August 1, 2000). For this purpose, your service under the 52 Reserve Plan will count toward IAP Vesting credit under the same rules as apply to the Pension Plan.

Other Rules

In general, all other rules of the IAP apply after December 31, 2003. For example, the Pension Plan requires you to give notice of

4. If you work under a different collective bargaining agreement, a different percentage of compensation may apply.

PENSION PLAN BENEFITS APPENDIX

Former East Coast Local 161 Pension Fund Participants

This Appendix is part of your July 2023 Summary Plan Description for the Motion Picture Industry Pension Plan ("Pension Plan") and Motion Picture Industry Individual Account Plan ("IAP"), (collectively, the "Plans").

The nature and extent of benefits provided by the Pension Plan and the rules governing eligibility are determined solely and exclusively by the Directors of the Plans, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the benefits and to decide any factual question related to eligibility for and the extent of benefits provided by the Pension Plan, consistent with applicable law.

Employees of the Plans have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the Plans are not binding upon the Directors and cannot increase or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the Pension Plan and to amend the rules governing eligibility at any time, consistent with applicable law.

DEAR PENSION PLAN PARTICIPANT:

This Appendix is for those eligible participants in the Local 161 I.A.T.S.E. Pension Plan (the "161 Pension Plan") who became Participants of the Pension Plan on January 1, 2005 ("Merger Date"), the effective date of the merger between the two plans. This Appendix explains your 161 Pension Plan benefits where they differ from the Pension Plan and is an addition to the Pension Plan *SPD* you have been sent. You should also retain your 161 Pension Plan Summary Plan Description, as some of those rules may be relevant to your benefits. If you have any questions about your benefits, please call the Plans' toll-free Participant Services Center at (855) ASK-4MPI (275-4674).

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan
Motion Picture Industry Individual Account Plan

NOTE FOR RETIREES

If you were a retiree of the 161 Pension Plan, you are continuing to receive your monthly pension check except that after the merger it is issued by the Pension Plan. Except as provided in this notice, unless you return to work, nothing in the merger will affect you.

NOTE FOR VESTED PARTICIPANTS

If you are Vested (meaning your benefits are not forfeitable under the 161 Pension Plan), you will remain Vested in the Pension Plan after the merger. All 161 Annuity Plan benefits will remain Vested, and any future IAP benefits you earn are fully Vested.

YOUR PENSION PLAN BENEFITS

1 Amendment to Benefit Formula

Effective December 31, 2004, you stopped earning benefits under the 161 Pension Plan rules. Your 161 Pension Plan benefit is limited to your pension credits and benefit earned as of December 31, 2004. The 161 Pension Plan normal retirement benefit earned on December 31, 2004 is called the "161 Pension Plan Accrual" and is described below. Your Vested 161 Pension Plan Accrual will not be taken away from you; you will be entitled to it when you ultimately retire under the terms of the Pension Plan. Except for any applicable benefit increases that have been or may in the future be adopted for actives or retirees under the Pension Plan rules, your

161 Plan Accrual will be frozen as of December 31, 2004. Please see the Pension Plan *SPD* for more information.

Effective January 1, 2005, if you work in Covered Employment, you started earning benefits under the Pension Plan formula. Any benefit you earn under the Pension Plan rules on or after January 1, 2005 is called the "Future Benefit."

You will only earn a Future Benefit if you work in Covered Employment. Covered Employment generally means work under a Local 161 collective bargaining agreement in the motion picture industry in New York, New Jersey or Connecticut. In general, you also work in Covered Employment if you are hired in New York, New Jersey or Connecticut to work in certain other states covered by the Local 161 collective bargaining agreement. Otherwise, if you work under the Local 161 collective bargaining agreements outside of New York, New Jersey and Connecticut, you will generally not earn benefits under the Pension Plan or IAP. In that case, you may be eligible to earn benefits under the I.A.T.S.E. National Pension Fund, Plan C and I.A.T.S.E. Annuity Plan.¹

When you retire, your Pension Plan benefit will be the sum of the 161 Pension Plan Accrual (earned as of December 31, 2004) plus any Future Benefit you earn after that date.

The 161 Pension Plan Accrual will be available under the normal and

early retirement rules of the 161 Pension Plan – if you are Vested, you may retire at age 60 or retire early at age 57. Future Benefits will not be available until age 65, unless you satisfy the Pension Plan early retirement rules, in which case the Pension Plan early retirement factors apply. In addition, if: (1) on January 1, 2005, you were both 55 or older and had 15 or more pension credits; and (2) you later retire on or after age 60, then you may receive both your 161 Pension Plan Accrual and your Future Benefit accrual on an unreduced basis.

2 The 161 Pension Plan Benefit Formula

The 161 Pension Plan benefit was generally equal to the number of your pension credits after January 1, 1959 multiplied by the applicable monthly benefit accrual rate. The accrual rate as of December 31, 2004 was \$80. The \$80 rate does not apply unless you retire on or after January 1, 2001 with at least two quarters of future service credit on or after January 1, 2000 and before December 31, 2004. Otherwise a lower rate will apply, depending on your retirement date and when you last had two quarters of future service. For active Participants without a Break in Service, the Local 161 Pension Plan accrued benefit was increased by 15% effective August 1, 2003 and an additional 10% effective August 1, 2006.

Participants were credited with pension credit for a calendar year

1. You may be eligible to participate in the Plans instead of the I.A.T.S.E. National Benefit Plans if you qualify under the Plans' "home plan" rules. You should contact your Local 161 representative for details.

if they had 70 days of service for that year under the 161 Pension Plan. If the Participant worked less than 70 days, partial credit was granted, in accordance with the following schedule (referred to as Partial Credit rules):

Vested Participants can retire at age 60 without an early retirement reduction.

DAYS IN COVERED EMPLOYMENT FOR A CALENDAR YEAR	PENSION CREDITS
53 - 69	.75
35 - 52	.50
19 - 34	.25
Less than 19	None

3 The Pension Plan Benefit Formula

The benefit formula under the Pension Plan is different from the formula under the 161 Pension Plan. The benefit under the Pension Plan is not based on pension credits. Instead, it is based on Credited Hours — these are generally hours for which contributions are required by the Pension Plan and the applicable collective bargaining agreements, that is, generally Covered Employment. Contributions are normally owed for all hours worked or guaranteed in Covered Employment. In general, to earn benefits, you must earn a Qualified

Year, which is 400 Credited Hours during a Computation Year. In addition, normal retirement under the Pension Plan is generally at age 65.

The current benefit formula is:

- ▶ The monthly benefit rate for the first 10 Qualified Years is \$.03729 per Credited Hour. For example, 2,000 Credited Hours in your seventh Qualified Year will earn a benefit of \$74.58 per month payable at Normal Retirement Age.
- ▶ The monthly benefit rate after the tenth Qualified Year is \$.04972 per Credited Hour. For example, 2,000 Credited Hours in your eleventh Qualified Year will earn a benefit of \$99.44 per month payable at Normal Retirement Age.
- ▶ After the 20th Qualified Year, the 400 Credited Hours requirement will not apply. You will earn benefits even if you accumulate less than 400 Credited Hours in a Computation Year at a monthly benefit rate of \$.04972 per Credited Hour. For example, 100 Credited Hours in your 23rd year will earn a benefit of \$4.97 per month payable at Normal Retirement Age.

If you continue to work in Covered Employment, you will start earning benefits under this formula on January 1, 2005 for hours earned on and after that

date. This Future Benefit is in addition to your 161 Pension Plan Accrual. Your 161 Pension Plan credits will count for determining the rate of Future Benefits you earned (\$.03729 versus \$.04972 per Credited Hour).² As described above, the benefit rate under the Pension Plan differs depending on whether you have 11 or more Qualified Years. Thus, if the sum of your Qualified Years after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The rates described above do not apply to hours before a Break in Service as described in the Pension Plan SPD. Instead, the rate in effect at the time you had a Break in Service applies to hours before the break. Unlike the 161 Pension Plan, the Pension Plan does not allow you to repair a Break in Service.

4 Comparison of Formulas

To better understand the different formulas, the table on [page 15](#) shows the benefits earned in a single year of work under the old 161 Pension Plan formula and the Pension Plan formula, depending upon the number of hours worked and your number of years. These tables assume all of your work under the Local 161 agreements is Covered Employment. Different Pension Plan amounts are shown depending on how many years you have, since the benefit rate

2. While the credit or service you earned under the 161 Pension Plan before the merger will count for determining the rate of the Future Benefits you earn (and, as described in this Notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 Pension Credits and 1500 credited days of service under the 161 Pension Plan as of December 31, 2004. You will keep your 161 Pension Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 161 Pension Plan Service is counted for this purpose.

differs. The amounts shown on [page 15](#) are the monthly benefit payable to you at age 65 in the form of a single life annuity.

5 Early Retirement Rules

The early retirement rules under the 161 Pension Plan continue to apply to your 161 Pension Plan Accrual. Under these rules, you can retire at age 57 as long as you have five pension credits (service under the Pension Plan after the merger counts for this purpose). The early retirement benefit is reduced by 6% for each year ($\frac{1}{2}$ of 1% per month) you are younger than age 60 at your retirement date. It is possible to retire early with regard to your 161 Pension Plan Accrual and not your Future Benefit. In general, the early retirement provisions in the Pension Plan will apply only to your Future Benefit. Under these rules, you can retire

at age 55 as long as you have 20 Qualified Years. You can retire at age 62 as long as you have 10 Qualified Years.

To better understand the factors, the table on [page 16](#) shows the reduction depending on your age at retirement, assuming you were otherwise entitled to \$100/month at age 65 and you have the appropriate number of years.

There are two exceptions to these rules. First, if you qualify for an Unreduced Early Retirement Pension Benefit under the Pension Plan, you will be entitled to both your 161 Pension Plan Accrual and Future Benefit unreduced for early retirement. This requires at least 30 Qualified Years and attainment of age 62 with 50,000 Credited Hours (or age 61 with 55,000 Credited Hours, or age 60 with 60,000 Credited Hours.)

Second, if on January 1, 2005, you had at least 15 years of pension credit under the 161 Pension Plan and had attained age 55, you can receive both your 161 Pension Plan Accrual and Future Benefit unreduced for early retirement at age 60.

6 Other Rules

There are a number of additional rules to coordinate the 161 Pension Plan Accrual and Future Benefit.

FORMS OF BENEFITS

When you retire, you can elect to receive your 161 Pension Plan Accrual in one of the forms available under the 161 Pension Plan. These forms are a Husband and Wife Pension Benefit (this provides a 50% survivor annuity to your spouse at the time of retirement) and a life annuity option (with a 60

Monthly Benefit Payable at Age 65 Based on One Year of Covered Employment

CREDITED HOURS IN A YEAR (assuming 12-Hour Days)	MONTHLY LOCAL 161 PENSION PLAN ACCRUAL	MONTHLY PENSION PLAN FUTURE BENEFIT (1st thru 10th Qualified Year)	MONTHLY PENSION PLAN FUTURE BENEFIT (11th thru 20th Qualified Year)
2,400	\$80.00	\$89.50	\$119.33
2,200	\$80.00	\$82.04	\$109.38
2,000	\$80.00	\$74.58	\$99.44
1,800	\$80.00	\$67.12	\$89.50
1,290	\$80.00	\$48.10	\$64.14
870	\$80.00	\$32.44	\$43.26
730	\$60.00	\$27.22	\$36.30
590	\$40.00	\$22.00	\$29.33
450	\$40.00	\$16.78	\$22.37
360	\$20.00	\$0	\$0 (11th-20th Year) \$17.90 (After 20 Years)
228	\$20.00	\$0	\$0 (11th-20th Year) \$11.34 (After 20 Years)

month guaranty). These are described in more detail in the 161 Summary Plan Description. If the Husband and Wife Pension Benefit is payable, the benefit shall be reduced in accordance with the factors set forth in the 161 Pension Plan. In addition, the requirement that you be married for one year in order to receive the Husband and Wife Pension Benefit under the 161 Pension Plan does not apply to retirements after December 31, 2004.

The forms of benefit available under the Pension Plan will apply only with respect to your Future Benefit. The forms of benefit under the Pension Plan are a Life Annuity Benefit, a Qualified Joint & 50% Survivor Annuity Benefit, a Joint and 100% Survivor Annuity Benefit, a Joint & 50% Pop-up Annuity Benefit, a Joint & 100% Pop-up Annuity Benefit, and a Ten-Years-Certain and Life Annuity Benefit. In general, the

only beneficiary allowed under any of these forms is your spouse, except that under the Ten-Years-Certain and Life Annuity Benefit, you may elect to have either your spouse or children as beneficiary. For participants retiring in 2009 and thereafter, the Qualified Joint & 75% Survivor Annuity Benefit is available with respect to both the Local 161 Pension Plan Accrual and the Future Benefit. These rules are described more completely in the Pension Plan SPD.

VESTING AND VESTING YEARS

In general, a five-year cliff Vesting schedule will apply for both your 161 Pension Plan Accrual and your Future Benefit. However, if you do not have any hours after 1997, the prior 10-year Vesting schedule will continue to apply to your 161 Pension Plan benefits.

For Vesting purposes, you will receive credit for your prior

Vesting service under the 161 Pension Plan (currently, 70 days in a calendar year). In general, your Vested Years as of December 31, 2004 are the greater of: (1) the actual nonforfeited pension credits you earned under the 161 Pension Plan; or (2) the number of Computation Years in which you had 400 or more hours in the 161 Pension Plan (excluding years forfeited if the Pension Plan forfeiture rules had applied). For this purpose, you will be credited with 12 hours for each non-forfeited day of credited service under the 161 Pension Plan. You will also receive credit for your Vesting Years earned under the Pension Plan after 2004.

QUALIFIED YEARS

For most purposes, such as eligibility for early retirement under the Pension Plan and eligibility for disability under the Pension Plan, you receive credit

RETIREMENT AGE	LOCAL 161 BENEFIT	PENSION PLAN REDUCED EARLY RETIREMENT BENEFIT FACTORS	PENSION PLAN BENEFIT (20 or more Qualified Years if under age 62; 10 years if 62 or older)	PENSION PLAN BENEFIT (30 or more Qualified Years and 60,000 Credited Hours)
65	\$100.00	100%	\$100.00	\$100.00
64	\$100.00	92.50%	\$92.50	\$100.00
63	\$100.00	86%	\$86.00	\$100.00
62	\$100.00	80%	\$80.00	\$100.00
61	\$100.00	74.50%	\$74.50	\$100.00
60	\$100.00	69%	\$69.00	\$100.00
59	\$94.00	64%	\$64.00	\$92.80
58	\$88.00	59.50%	\$59.50	\$86.20
57	\$82.00	55.50%	\$55.50	\$80.40
56	NOT PERMITTED	52%	\$52.00	\$75.40
55	NOT PERMITTED	49%	\$49.00	\$71.00

for your prior service under the 161 Pension Plan. However, you will not receive any Future Benefit with respect to the credit or service you earned under the 161 Pension Plan. In general, your Qualified Years as of December 31, 2004 are the greater of: (1) the actual pension credits you earned under the 161 Pension Plan as of that date (for this purpose, the Partial Credit rules will apply); or (2) the number of Computation Years in which you had 400 or more hours in the 161 Pension Plan (excluding years forfeited if the Pension Plan forfeiture rules had applied). For this purpose, you were credited with 12 hours for each nonforfeited day of credited service under the 161 Pension Plan. You will also receive credit for your Qualified Years earned under the Pension Plan after 2004.

While these rules apply for purposes of determining whether you can retire early under the Pension Plan rules, they do not apply for purposes of determining whether you can retire early under 161 Pension Plan rules.

DISABILITY BENEFITS

The 161 Pension Plan did not provide for a disability pension. However, the Pension Plan does provide a disability pension. In order to receive a disability benefit after December 31, 2004, you will need to qualify under the Pension Plan rules. If you qualify, both the Future Benefit and 161 Pension Plan Accrual will be paid to you in accordance with these rules. If the earliest possible disability pension date is before 2005, you will not be entitled to a disability pension.

PRE-RETIREMENT DEATH BENEFITS

In general, the Pension Plan pre-retirement death benefit rules will apply to both your 161 Pension Plan Accrual and your Future Benefit. Under these rules, if you are Vested and have a legal spouse to whom you have been married for at least one year prior to your death (prior to retirement), your spouse is entitled to a Surviving Spouse Benefit. This benefit is an annuity equal to the survivor portion of your pension if paid in the form of a Joint & 50% Survivor Annuity Benefit (beginning when you would have reached retirement age, or death if later). Your spouse may elect a lump sum instead.

In all other cases, the Pension Plan does not provide a pre-retirement death benefit. However, in this case, your beneficiary is entitled to a death benefit based on the prior 161 Pension Plan rules and your service up until the merger. Specifically, as long as you had at least $\frac{1}{4}$ year of pension credits under the 161 Pension Plan as of December 31, 2004, your beneficiary is entitled to a lump sum equal to \$250 multiplied by your pension credits (ignoring past service credit) under the 161 Pension Plan as of December 31, 2004, but not less than \$1,000 or more than \$5,000. Service after the merger is not counted for this purpose.

BENEFIT SUSPENSION AND LATE RETIREMENT RULES

The 161 Pension Plan and the Pension Plan both suspend benefits if you retire and come back to work. On or after January 1, 2005, the Pension Plan rules

apply Future Benefit. The Pension Plan rules apply to the 161 Pension Plan Accrual except to the extent the 161 Pension Plan suspension rules are more favorable, in which case those rules apply. These rules will also apply to 161 Pension Plan members who previously retired.

The late retirement rules of the 161 Pension Plan will continue to apply to the 161 Pension Plan Accrual, but not the Future Benefit. The late retirement rules in the Pension Plan apply to the Future Benefit.

BREAK IN SERVICE RULES

Both the 161 Pension Plan and the Pension Plan have Break in Service rules. These rules apply for at least two purposes in the Pension Plan:

- ① generally, you are not entitled to any possible benefit increase for service prior to a break; and
- ② determining whether your prior service is forfeited if you leave employment before you are Vested.

Any service forfeited prior to the merger under the 161 Pension Plan rules will remain forfeited after the merger. To determine if you have a break after the merger, the Pension Plan rules will go into effect and will apply to both your 161 Pension Plan Accrual and Future Benefit. In general, you will incur a Break in Service under the Pension Plan rules if you have a period of two consecutive years with less than 200 Vested hours in each year. Your service under the 161 Pension Plan prior to the merger will be considered for this purpose to determine if you have a break.

Thus, if you are not Vested and

have a forfeiture after the merger under the Pension Plan rules, you will forfeit both your 161 Pension Plan Accrual and the Future Benefit you earned up until the forfeiture. If you had a forfeiture under the 161 Pension Plan before the merger, the amount earned before the break remains forfeited.

The 161 Pension Plan generally provided that if you had at least two quarters of future service credit on or after January 1, 2000, you would be entitled to the \$80 benefit accrual rate. Similar rules do not apply under the Pension Plan. Thus, service after January 1, 2005, is not counted for this purpose. In addition, if there are subsequent benefit increases made by plan amendments that apply to the 161 Pension Plan Accrual, and your benefit rate under the 161 Pension Plan was less than \$80 per month per year of service (because you did not earn at least two quarters of service from 2000 to 2004), you will not be entitled to any increase with respect to the 161 Pension Plan Accrual.

If you have a Break in Service under the Pension Plan rules (after the merger), you will not be entitled to any active benefit increases with respect to the 161 Pension Plan Accrual or Future Benefit earned before the break (for this purpose, your service in 2004 will be treated as a year with fewer than 200 hours if you did not earn 17 credited days of service under the 161 Pension Plan).

OTHER RULES

In general, all other rules of the Pension Plan apply after December 31, 2004. For example, the Pension

Plan requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the Pension Plan will also apply.

EMPLOYEES WHO PARTICIPATED IN THE 161 PENSION PLAN AND THE PENSION PLAN PRIOR TO MERGER

A number of special rules apply to you if you participated in both the Pension Plan and the 161 Pension Plan prior to January 1, 2005. You retain all benefits you have earned under both plans as of January 1, 2005. Essentially, your benefits will be equal to the 161 Pension Plan Accrual you earned under the 161 Pension Plan prior to January 1, 2005 plus all of the benefits you earn under Pension Plan both before and after the merger. You keep the benefit you earned under the Pension Plan prior to January 1, 2005; it is subject to all of the applicable Pension Plan rules.

In addition, certain special rules will apply for purposes of calculating your service. In general, the rules mentioned previously will apply; you will also be entitled to credit for your service under the Pension Plan prior to the merger. However, you will not be entitled to duplicate service. For example, if you earned a Qualified Year in 1995 under the Pension Plan, you will not be entitled to earn another Qualified Year under the 161 Pension Plan for 1995. (The same concept applies for Vesting and early retirement.) In addition, your service under the Pension Plan and the 161 Pension Plan cannot be combined to determine if you

have a Vesting Year, Qualified Year or pension credit. Other special rules apply.

7 Loan-Outs/Employee Shareholders

The Pension Plan and IAP do not permit Loan-Out Companies. A "Loan-Out Company" is defined as a company controlled by the loaned-out Employee, who is the only Employee of the company performing work in the Industry to contribute to the Pension Plan or IAP. If such an Employee is loaned-out to a borrowing Employer that participates in the plans, the borrowing Employer may be required to contribute. In addition, if an Employee is an officer, shareholder or member (or a spouse of such a person) of a company that is not a Loan-Out Company, then special rules apply regarding the amount of contributions that are required. If you fall into either of these categories, please contact the Pension Plan for further information.

YOUR INDIVIDUAL ACCOUNT PLAN BENEFITS

The enclosed Pension Plan *SPD* also contains information on the IAP. Beginning January 1, 2005, you are eligible to participate in the IAP. These rules are described briefly below.

Prior Account Balance

Your account balance under the Local 161, I.A.T.S.E. Annuity Plan (the "161 Annuity Plan") will be adjusted for any earnings/losses under the 161 Annuity Plan for the 2004 year. Your December 31, 2004 account balance under the 161 Annuity Plan is now

your Special Account under IAP. The Special Account is 100% Vested and cannot be taken away from you. Your Special Account will be credited with gains and losses on that account balance in accordance with the IAP rules for allocating gains and losses.

In general, you may withdraw your Special Account in accordance with the distribution rules applicable under the 161 Annuity Plan. Thus, you can withdraw the funds when you attain age 57, or the fifth anniversary of your commencement of participation, if later. Prior to that time, you may withdraw the Special Account if you have no covered employment for at least six months (distributions will not be made until the IAP verifies this, and no distribution is made if the Plans learn you are working during the period it is verifying this). However, because financial hardship withdrawals are not permitted under the IAP, they will not be permitted from Special Accounts.

You may elect to receive your Special Account in the form of a Life Annuity, Qualified Joint & 50% Survivor Annuity, Joint & 75% Survivor Annuity, or lump sum. Combination lump sum/annuities, installments, and annuities with refund features are no longer available after March 31, 2005. Of course, you may still elect to roll a lump sum over to another plan or IRA that will accept it.

Future Contributions and Allocations

Effective January 1, 2005, you started earning benefits under the rules of the IAP for Covered Employment, as defined previously. Under these rules, if you earn 400 Credited Hours in a Computation Year,³ you will receive an allocation under the IAP of contributions made on your behalf.⁴ All such contributions will be credited to your IAP. Your IAP is separate from your Special Account, and different distribution rules apply.

In general, your Employer is required to contribute 6% of your scale regular basic hourly rate of pay (6% subject to possible reallocation of 1% to the Health Plan).⁵ This amount is invested by a number of professional investment advisors and the earnings (or losses) on these amounts are also allocated to your IAP. (As noted above, earnings (and losses) on your Special Account balance will also be allocated to your IAP.)

You may take your IAP in a lump sum or annuity when you retire from the IAP, based on the IAP distribution rules as set forth in the enclosed summary. For most purposes under the IAP, such as determining eligibility for early retirement and eligibility for disability, you will receive credit for your service under the 161 Pension Plan prior to January 1, 2005. However, to the extent

the IAP provides any actual allocations of contributions based on prior service, your prior service will not count.

Vesting

In general, you are always 100% Vested in your Special Account and IAP. There is one exception. If you participated in the IAP prior to the merger, and you were not Vested in the IAP, your IAP will not Vest automatically. You will only Vest if you meet the IAP Vesting rules (generally, one Qualified Year after 1999, or five Vesting Years, and at least one Credited Hour after August 1, 2000). For this purpose, your service under the 161 Pension Plan will count toward IAP Vesting credit under the same rules as apply to the Pension Plan.

Other Rules

In general, all other rules of the IAP apply after December 31, 2004. For example, pre-retirement death benefit and disability rules of the IAP apply to your Special Account after the merger. In addition, the IAP requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the Pension Plan will also apply.

3. 870 hours are required if you have previously received a IAP distribution; distributions from the 161 Annuity Fund or from your Special Account will not trigger this 870 hour rule.

4. If you do not earn a Qualified Year, no allocation will be made.

5. If you work under a different collective bargaining agreement, a different percentage of compensation may apply.

PENSION PLAN BENEFITS APPENDIX

Former East Coast Local 600 (644) Pension Fund Participants

This Appendix is part of your July 2023 Summary Plan Description for the Motion Picture Industry Pension Plan ("Pension Plan") and Motion Picture Individual Account Plan ("IAP"), (collectively, the "Plans").

The nature and extent of benefits provided by the Pension Plan and the rules governing eligibility are determined solely and exclusively by the Directors of the Plans, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the benefits and to decide any factual question related to eligibility for and the extent of benefits provided by the Pension Plan, consistent with applicable law.

Employees of the Plans have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the Plans are not binding upon the Directors and cannot increase or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the Pension Plan and to amend the rules governing eligibility at any time, consistent with applicable law.

DEAR PENSION PLAN PARTICIPANT:

The former Local 666 I.A.T.S.E. Pension and Welfare Funds, and the former Local 600 Pension and Welfare Funds (formerly Local 644), merged with the Pension Plan, effective January 1, 1999.

If you were a participant in the Local 600 I.A.T.S.E. Pension Fund (the "600 Plan") immediately prior to January 1, 1999, this Appendix explains your 600 Plan benefits where they differ from the Pension Plan and is in addition to the enclosed Pension Plan *SPD*.

If you have any questions about your benefits, please call the Plans' Participant Services Center at (855) ASK-4MPI (275-4674).

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan
Motion Picture Industry Individual Account Plan

NOTE FOR RETIREES

If you retired from the 600 Plan prior to January 1, 1999, you are continuing to receive your monthly pension check except that it is issued by the Pension Plan. Except as provided in this notice, unless you return to work, nothing in the merger will affect you.

NOTE FOR VESTED PARTICIPANTS

If you were Vested (meaning your benefits are not forfeitable under the 600 Plan) before the merger date, you will remain Vested after the merger.

1 The 600 Plan Benefit Formula

The benefit under the 600 Plan was generally equal to the number of your pension credits multiplied by the monthly benefit accrual rate in effect at the time you retire. Immediately prior to the merger in December 1998, it was \$68. For active Participants without a Break in Service, the 600 Plan accrued benefit was increased by 23% effective August 1, 2000, an additional 15% effective August 1, 2003, and an additional 10% effective August 1, 2006. In accordance with the rules of the 600 Plan, this rate does not apply if you previously had a protracted absence from covered employment unless you later repaired the break. Instead, the rate in effect at the time you left employment applies to service earned before that time. Participants were credited with pension credits on the basis of days of covered employment on which contributions to the 600 Plan were made.

As long as you had at least 12 pension credits, you could retire at age 60 without an early retirement reduction.

The plan year under the 600 Plan ended on August 31 while the plan year under the Pension Plan ends in late December. In order to merge the plans, certain rules were adopted to coordinate these provisions.

Participants were credited with pension credits for the period from September 1, 1998 until December 31, 1998 in accordance with the following rules:

DAYS OF EMPLOYMENT DURING 9/1/98 TO 12/31/98	CREDIT FOR PERIOD
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

2 Amendment to Benefit Formula

Effective December 31, 1998, you no longer earned benefits under the 600 Plan rules. Your 600 Plan benefit was limited to your pension credits and benefit earned as of December 31, 1998. The 600 Plan normal retirement benefit earned as of December 31, 1998 is referred to as the "600 Plan Accrual." Your 600 Plan Accrual will not be taken away from you; you will be entitled to it when you

ultimately retire under the terms of the Pension Plan. Except for any applicable benefit increases that have been or may in the future be adopted for actives or retirees under Pension Plan rules, your 600 Plan Accrual will be frozen as of December 31, 1998.

Effective January 1, 1999, you started earning benefits under the rules of the Pension Plan. This benefit you may earn under the Pension Plan rules on or after January 1, 1999 is referred to as the "Future Benefit." When you finally retire, the benefit you are entitled to will be the sum of the 600 Plan Accrual you have earned as of December 31, 1998 plus the Future Benefit you earn after that date.

3 The Pension Plan Benefit Formula

The benefit formula under the Pension Plan is different from the formula under the 600 Plan. The Future Benefit under the Pension Plan is not based on pension credits. Instead, it is based on Credited Hours — these are generally hours for which contributions are required pursuant to the Pension Plan. In general, to earn benefits, you must earn a Qualified Year, which is 400 Credited Hours during a Computation Year. In addition, normal retirement under the Pension Plan is generally at age 65.

The current benefit rate (if you have not incurred a Break in Service) is:¹

- The monthly benefit rate for the first 10 Qualified Years is \$.03729 per Credited Hour. For example, 1,000 Credited Hours in your seventh Qualified Year

will earn a benefit of \$37.29 per month payable at Normal Retirement Age.

- ▶ The monthly benefit rate for the 11th to 20th Qualified Year is \$.04972 per Credited Hour. For example, 1,000 Credited Hours in your 11th Qualified Year will earn a benefit of \$49.72 per month payable at Normal Retirement Age.
- ▶ After the 20th Qualified Year, the 400 Credited Hours requirement will no longer apply. Participants will earn benefits even if they accumulate less than 400 Credited Hours in a Computation Year. They will earn at the rate of \$.04972 per Credited Hour. For example, 300 Credited Hours in your 23rd Qualified Year will earn a benefit of \$14.92 per month payable at Normal Retirement Age.

These benefits will be in addition to your 600 Plan Accrual. Your 600 Plan credits will count for determining the rate of Future Benefits you earned.¹ As described above, the benefit rate under the Pension Plan differs depending on whether you have 10 or more Qualified Years. Thus, if the sum of your Qualified Years after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The rates described above do not apply to hours before a Break

in Service as described in the Pension Plan *SPD*. Instead, the rate in effect at the time you had a Break in Service applies to hours before the Break in Service. Unlike the 600 Plan, the Pension Plan does not allow you to repair a Break in Service.

4 Other Rules

The Pension Plan has been amended to provide a number of additional rules to coordinate the 600 Plan Accrual and Future Benefit.

FORMS OF BENEFITS

When you retire, you can elect to receive your 600 Plan Accrual in one of the forms available under the 600 Plan — the Joint & Survivor Pension Benefit or Life Annuity Benefit with 120 months guarantee. However, the requirement that you be married for one year in order to receive the Joint & Survivor Benefit under the 600 Plan will not apply to retirements after 1998.

The forms of benefit available under the Pension Plan will only apply with respect to your Future Benefit. The forms of benefit under the Pension Plan are a Life Annuity Benefit, a Qualified Joint & 50% Survivor Annuity Benefit, a Joint & 100% Survivor Annuity Benefit, a Joint & 50% Pop-up Annuity Benefit, a 100% Pop-up Annuity Benefit, and a 10-Years-Certain and Life Annuity Benefit. In general, the only beneficiary

allowed under any of these forms is your spouse, except that under the 10-Years-Certain and Life Annuity Benefit, you may elect to have either your spouse or children as your beneficiary. For participants retiring in 2009 and thereafter, the Qualified Joint & 75% Survivor Annuity Benefit is available with respect to both the 600 Plan Accrual and the Future Benefit. These rules are described in your Pension Plan *SPD*.

EARLY RETIREMENT

The early retirement rules under the 600 Plan will continue to apply to your 600 Plan Accrual. The early retirement provisions in the Pension Plan will apply only to your Future Benefit.

There is one exception to these rules. If you qualify for an Unreduced Early Retirement Benefit under the Pension Plan, you will be entitled to your 600 Plan Accrual and Future Benefit unreduced for early retirement.

VESTING

A five-year cliff Vesting schedule will apply to both your 600 Plan Accrual and your Future Benefit if you have one or more Vested hours after December 25, 1999. Otherwise, a 10-year cliff Vesting schedule will apply.

QUALIFIED AND VESTING YEARS

For most purposes, such as determining your Vesting,

1. While the credit or service you earned under the 600 Plan before the merger will count for determining the rate of the Future Benefits you earn (and, as described in this notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 pension credits and 1,500 credited days of service under the 600 Plan as of December 31, 1998. You will keep your 600 Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 600 Plan Service is counted for this purpose.

eligibility for early retirement and eligibility for disability, you receive prior credit for your service under the 600 Plan prior to 1999. However, you will not receive any Future Benefit with respect to the credit or service you earned under the 600 Plan. In general, your Vested Years and Qualified Years will be the greater of the actual credits you earned under the 600 Plan or the amount of years that you would have earned had the Pension Plan rules been in effect (under the Pension Plan rules, you will earn a year if you have 400 or more hours in that year). In general, your days of employment under the 600 Plan will be converted into hours at the rate of 12 hours/day. You also receive credit for your service under the Pension Plan after 1998.

Notwithstanding the above, in general, you are only entitled to 1 1/3 years for the period from September 1, 1998 until December 31, 1999.

DISABILITY AND PRE-RETIREMENT DEATH BENEFITS

The rules in the 600 Plan regarding disability benefits and pre-retirement death benefits no longer apply after 1998. Thus, in order to be eligible for a disability benefit or pre-retirement death benefit after 1998, you need to qualify under the Pension Plan rules. If you qualify, both the Future Benefit and 600 Plan Accrual will be paid in accordance with these rules. Of course, any pre-retirement death benefit or a disability benefit in pay status under the 600 Plan as of December 31, 1998 will remain in effect as long as you remain

eligible for that benefit.

BENEFIT SUSPENSION RULES

Both the 600 Plan and the Pension Plan have rules providing for a suspension of benefits if you retire and come back to work. On or after January 1, 1999, the Pension Plan rules apply to the Future Benefit. The Pension Plan rules apply to the 600 Plan Accrual except to the extent the 600 Plan suspension rules are more favorable, in which case those rules apply. These rules also apply to 600 Plan members who previously retired.

BREAK IN SERVICE RULES

Both the 600 Plan and Pension Plan also have Break in Service rules which apply for at least two purposes:

- ① determining whether or not you are entitled to any benefit rate increases (generally you are not entitled to a benefit increase for service prior to a break); and
- ② determining whether your prior service is forfeited if you leave employment before you are Vested (under the 600 Plan, these breaks may be referred to as "protracted absences from employment" or "one year breaks" or "permanent breaks").

For periods on or after January 1, 1999, the various break rules in the 600 Plan no longer apply. Instead, the Pension Plan rules are in effect and apply to both your 600 Plan Accrual and Future Benefit. In general, you will incur a Break in Service under the Pension Plan rules if you have a

period of two consecutive plan years with less than 200 Vested hours in each year. Your service under the 600 Plan prior to 1999 will be considered for this purpose to determine if you have a break.

Thus, if you are not Vested and have a forfeiture on or after January 1, 1999 under the Pension Plan rules, you will forfeit both your 600 Plan Accrual and the Future Benefit you earned up until the forfeiture. If you had a forfeiture under the 600 Plan before 1999, the 600 Plan Accrual earned before the break remains forfeited.

In addition, if there are subsequent benefit increases that apply to the 600 Plan Accrual, and you have a protracted absence under the 600 Plan rules (prior to 1999) or a Break in Service under the Pension Plan rules (after 1998), you will not be entitled to any increase with respect to the 600 Plan Accrual or Future Benefit earned before the Break in Service.

Finally, the 600 Plan had certain rules which allowed you to repair your earlier protracted absences so that you would be entitled to future benefit rate increases. There are no repair rules under the Pension Plan. You had until August 31, 1999 to repair any protracted absence. For this purpose, the 600 Plan repair rules applied and your hours from January 1, 1999 to August 31, 1999 would have been converted to days at the rate of 12 hours per day. On or after September 1, 1999, you are no longer able to repair any prior absence.

OTHER RULES

In general, all other rules of the Pension Plan apply after January 1, 1999. For example, the Pension Plan requires you to give notice of retirement at least two complete calendar months in advance. These rules apply to you after 1998. The various election rules to elect a form of benefit under the Pension Plan also apply. The late retirement rules under the Pension Plan also apply, except that your late retirement 600 Plan Accrual will not be less than the amount you would have received if you had retired on December 31, 1998.

CAMERAMEN WHO PARTICIPATED IN BOTH THE 600 PLAN AND THE PENSION PLAN PRIOR TO 1999

A number of special rules apply to you if you participated in both the Pension Plan and the 600 Plan prior to 1999. You retain all benefits you have earned under both plans as of January 1, 1999. Essentially, your benefits will be equal to the 600 Plan Accrual you earn under the 600 Plan prior to 1999 plus all of the benefits you earn under the Pension Plan both before and after the merger. The benefit you earned under Pension Plan prior to 1999 is considered part of your Future Benefit and is subject to all of the applicable the Pension Plan rules.

In addition, certain special rules apply for purposes of calculating your service. In general, the rules mentioned previously will apply; you are also entitled to credit for your service under the Pension Plan prior to 1999. However, you are not entitled to duplicate service for purposes of

determining if you have a Vesting Year or Qualified Year. In other words, if you earn a year of credit in 1995 under both the Pension Plan and the 600 Plan, you are not entitled to two years of credit for purposes of computing Vesting or Qualified Years. In addition, your service under the Pension Plan and the 600 Plan cannot be combined to determine if you have a Vesting Year or Qualified Year or Break in Service.

5 The Individual Account Plan

The enclosed Pension Plan *SPD* also contains information on the IAP. Beginning January 1, 1999, you are eligible to participate in the IAP. However, the Local 600 Annuity Fund will not be merged into the IAP.

For most purposes under the IAP, such as determining your Vesting, eligibility for early retirement and eligibility for disability, you will receive prior credit for your service under the 600 Plan prior to 1999. However, to the extent the IAP provides any actual allocations of contributions based on prior service, your prior service will not count.

The Local 600 Annuity Fund was terminated on or about January 1, 1999. After the termination of the Annuity Fund, you received a notice of the balance in your account and you were notified of your options (to receive a distribution or rollover the money). At that time, you were given the option to roll your lump sum benefit into the IAP. If you rolled your lump sum into the IAP, it is governed by the rules and regulations of the IAP.

PENSION PLAN BENEFITS APPENDIX

Former Local 666 Pension Fund Participants

This Appendix is part of your July 2023 Summary Plan Description for the Motion Picture Industry Pension Plan (“Pension Plan”) and the Motion Picture Industry Individual Account Plan (“IAP”), (collectively, the “Plans”).

The nature and extent of benefits provided by the Pension Plan and the rules governing eligibility are determined solely and exclusively by the Directors of the Plans, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the Benefits and to decide any factual question related to eligibility for and the extent of benefits provided by the Pension Plan, consistent with applicable law.

Employees of the Plans have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the Plans are not binding upon the Directors and cannot increase or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the Pension Plan and to amend the rules governing eligibility at any time, consistent with applicable law.

DEAR PENSION PLAN PARTICIPANT:

The former Cameramen’s Local 666 I.A.T.S.E. Pension Fund (“666 Plan”) and the former Local 600 Pension Fund (formerly Local 644) merged with the Pension Plan, effective January 1, 1999.

If you were a participant in the 666 Plan immediately prior to January 1, 1999, this Appendix explains your 666 Plan benefits where they differ from the Pension Plan and is an addition to the enclosed Pension Plan *SPD*.

If you have any questions about your benefits, please call the Plans’ Participant Services Center at (855) ASK-4MPI (275-4674).

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan
Motion Picture Industry Individual Account Plan

NOTE FOR RETIREES

If you retired from the Local 666 Plan prior to January 1, 1999, you are continuing to receive your monthly pension check except that it is issued by the Pension Plan. Except as provided in this notice, unless you return to work, nothing in the merger will affect you.

NOTE FOR VESTED PARTICIPANTS

If you were Vested (meaning your benefits are not forfeitable under the 666 Plan) before the merger date, you will remain Vested after the merger.

**1 The 666 Plan
Benefit Formula**

The benefit under the 666 Plan was generally equal to the number of your pension credits multiplied by the monthly benefit accrual rate in effect at the time you retire (prior to the merger in December 1998, it was \$45). In accordance with the rules of the 666 Plan, this rate does not apply if you previously left covered employment or had a benefit break, unless you later repaired the break. Instead, the rate in effect at the time you left employment applies to service earned before that time. For active participants without a Break in Service, the

666 Plan accrued benefit was increased by 23% effective August 1, 2000, an additional 15% effective August 1, 2003, and an additional 10% effective August 1, 2006. Participants were credited with pension credits on the basis of hours of work of covered employment on which contributions to the 666 Plan were made, in accordance with the schedule below.

In addition, if you had more than 1,000 hours of work of covered employment in a calendar year, the number of hours over 1,000 could be applied to hours worked in either the prior or succeeding calendar year to earn additional credit.

**2 Amendment to
Benefit Formula**

Effective December 31, 1998, you no longer earned benefits under the 666 Plan rules. Your 666 Plan benefit is limited to your pension credits and benefit earned as of December 31, 1998. The 666 Plan normal retirement benefit earned as of December 31, 1998 is referred to as the "Frozen Benefit." However, this Frozen Benefit will not be taken away from you; you will be entitled to it when you ultimately retire under the terms of the Pension Plan. Except for any applicable benefit increases that have been or may in the future

be adopted for actives or retirees under the Pension Plan rules, your 666 Plan Accrual will be frozen as of December 31, 1998. Please see the Pension Plan SPD for rate increase information.

Effective January 1, 1999, you started earning benefits under the rules of the Pension Plan. This benefit you may earn under the Pension Plan rules on or after January 1, 1999 is referred to as the "Future Benefit." When you finally retire, the benefit you are entitled to will be the sum of the Frozen Benefit you have earned as of December 31, 1998 plus the Future Benefit you earn after that date.

**3 The Pension Plan
Benefit Formula**

The benefit formula under the Pension Plan is different from the formula under the 666 Plan. The Future Benefit under the Pension Plan is not based on pension credits. Instead, it is based on Credited Hours — these are generally hours for which contributions are required pursuant to the Pension Plan. In general, to earn benefits, you must earn a Qualified Year, which is 400 Credited Hours during a Computation Year. In addition, normal retirement under the Pension Plan is generally at age 65.

The current benefit rate used, if you have not incurred a Break in Service is:

- The monthly benefit rate for the first 10 Qualified Years is \$.03729 per Credited Hour. For example, 1,000 Credited Hours in your seventh Qualified Year will earn a benefit of \$37.29 per month payable at Normal Retirement Age.

HOURS OF WORK/YEAR	PENSION CREDITS
Less than 250	0
250 to 499.9 Hours	1/4
500 to 749.9 Hours	1/2
750 to 999.9 Hours	3/4
1,000 or more Hours	1

- The monthly benefit rate for the 11th to 20th Qualified Year is \$.04972 per Credited Hour. For example, 1,000 Credited Hours in your 11th Qualified Year will earn a benefit of \$49.72 per month payable at Normal Retirement Age.
- After the 20th Qualified Year, the 400 Credited Hours requirement will no longer apply. Participants will earn benefits even if they accumulate less than 400 Credited Hours in a Computation Year. They will earn at the rate of \$.04972 per Credited Hour. For example, 300 Credited Hours in your 23rd Year will earn a benefit of \$14.92 per month payable at Normal Retirement Age.

These benefits will be in addition to your Frozen Benefit. Your 666 Plan credits were counted for determining the rate of Future Benefits you earned.¹ As described above, the benefit rate under the Pension Plan differs depending on whether you have 10 or more Qualified Years. Thus, if the sum of your Qualified Years after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The Pension Plan does not have any rules which allow you to apply extra Credited Hours from one year to the prior or succeeding year. Thus, these rules no longer apply after 1998. In addition, you

are not able to take any excess hours earned during 1998 and apply them to 1999.

The rates described above do not apply to hours before a Break in Service as described in the Pension Plan *SPD*. Instead, the rate in effect at the time you had a Break in Service applies to hours before the Break in Service. Unlike the 666 Plan, the Pension Plan does not allow you to repair a Break in Service.

4 Other Rules

The Pension Plan has been amended to provide a number of additional rules to coordinate the Frozen and Future Benefit.

FORMS OF BENEFITS

When you retire, you can elect to receive your Frozen Benefit in only one of the forms available under the 666 Plan—the 50% Husband and Wife Pension (with pop-up if your spouse predeceases you) or Life Annuity with 36 months Guarantee. However, the requirement that you be married for one year in order to receive the 50% Husband and Wife Pension under the 666 Plan will not apply to retirements after 1998.

The forms of benefit available under the Pension Plan will only apply with respect to your Future Benefit. The forms of benefit under the Pension Plan are a Life Annuity Benefit, a Qualified Joint & 50% Survivor Annuity Benefit, a Joint & 100% Survivor Annuity

Benefit, a Joint & 50% Pop-up Annuity Benefit, a 100% Pop-up Annuity Benefit, and a 10-Years-Certain and Life Annuity Benefit. In general, the only beneficiary allowed under any of these forms is your spouse, except that under the 10-Years-Certain and Life Annuity Benefit, you may elect to have either your spouse or children as beneficiary. For Participants retiring in 2009 and thereafter, the Qualified Joint & 75% Survivor Annuity Benefit is available with respect to both the Frozen Benefit and the Future Benefit. These rules are described in your Pension Plan *SPD*.

EARLY RETIREMENT

The early retirement rules under the 666 Plan continue to apply to your Frozen Benefit. The early retirement provisions in the Pension Plan will apply only to your Future Benefit.

There are two exceptions to these rules. First, if you qualify for an Unreduced Early Retirement Benefit under the Pension Plan, you will be entitled to your Frozen and Future Benefits unreduced for early retirement. Second, if you qualify for early retirement under the Pension Plan and are under age 60, you will also be entitled to receive your Frozen Benefit reduced by the early retirement factors in the Pension Plan.

VESTING

A 5-year cliff Vesting schedule

1. While the credit or service you earned under the 666 Plan before the merger will count for determining the rate of the Future Benefits you earn (and, as described in this notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 Pension Credits and 1,500 credited days of service under the 666 Plan as of December 31, 1998. You will keep your 666 Pension Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 666 Plan Service is counted for this purpose.

under the 666 Plan will remain in effect for both your Frozen Benefit and your Future Benefit. However, this rule only applies if you have one pension credit after 1993. Otherwise, the 10-year cliff Vesting schedule will apply.

QUALIFIED AND VESTING YEARS

For most purposes, such as determining your Vesting, eligibility for early retirement and eligibility for disability, you receive prior credit for your service under the 666 Plan prior to 1999. However, you will not receive any Future Benefit with respect to the credit or service you earned under the 666 Plan. In general, your Vested Years and Qualified Years will be the greater of the actual credits you earned under the 666 Plan or the amount of years that you would have earned had the Pension Plan rules been in effect (under the Pension Plan rules, you will earn a year if you have 400 or more hours in that year). You also receive credit for your service under the Pension Plan after 1998.

DISABILITY AND PRE-RETIREMENT DEATH BENEFITS

The rules in the 666 Plan regarding disability benefits and pre-retirement death benefits no longer apply after 1998. Thus, in order to be eligible for a disability benefit or pre-retirement death benefit after 1998, you need to qualify under the Pension Plan rules. If you qualify, both the Future and Frozen Benefit will be paid in accordance with these rules. Of course, any pre-retirement death benefit or a disability benefit in pay

status under the 666 Plan as of December 31, 1998, will remain in effect as long as you remain eligible for that benefit.

BENEFIT SUSPENSION RULES

Both the 666 Plan and the Pension Plan have rules providing for a suspension of benefits if you retire and come back to work. On or after January 1, 1999, the Pension Plan rules apply to the Future Benefits. The Pension Plan rules apply to the 666 Plan Accrual except to the extent the 666 Plan suspension rules are more favorable, in which case those rules apply. These rules also apply to 666 Plan members who previously retired.

BREAK IN SERVICE RULES

Both the 666 Plan and the Pension Plan also have Break in Service rules which apply for at least two purposes:

- ① determining whether or not you are entitled to any benefit rate increases (generally you are not entitled to a benefit increase for service prior to a break); and
- ② determining whether your prior service is forfeited if you leave employment before you are Vested (under the 666 Plan, these breaks may be referred to as “benefit breaks” or “leaving covered employment” or “permanent breaks”).

For periods on or after January 1, 1999, the various break rules in the 666 Plan no longer apply. Instead, the Pension Plan rules are in effect and apply to both your Frozen Benefit and Future Benefit. In general, you will incur a Break

in Service under the Pension Plan rules if you have a period of two consecutive plan years with less than 200 Vested Hours in each year. Your service under the 666 Plan prior to 1999 will be considered for this purpose to determine if you have a break.

Thus, if you are not Vested and have a forfeiture on or after January 1, 1999 under the Pension Plan rules, you will forfeit both your Frozen Benefit and the Future Benefit you earned up until the forfeiture. If you had a forfeiture under the 666 Plan before 1999, the Frozen Benefit earned before the break remains forfeited.

In addition, if there are subsequent benefit increases that apply to the Frozen Benefit and you have a benefit break under the 666 Plan rules (prior to 1999) or a Break in Service under the Pension Plan rules (after 1998), you will not be entitled to any increase with respect to the Frozen or Future Benefit earned before the break.

Finally, the 666 Plan had certain rules which allowed you to repair your earlier Breaks in Service so that you would be entitled to future benefit rate increases. There are no repair rules under the Pension Plan. Thus, on and after January 1, 1999, you are no longer able to repair these prior breaks. If you had not repaired the break by December 31, 1998, you may not subsequently repair it.

OTHER RULES

In general, all other rules of the Pension Plan apply after January 1, 1999. For example, the Pension Plan requires you to give notice

of retirement at least two full calendar months in advance. These rules apply to you after 1998. The various election rules to elect a form of benefit under the Pension Plan also apply. The late retirement rules under the Pension Plan also apply, except that your late retirement Frozen Benefit will not be less than the amount you would have received if you had retired on December 31, 1998.

CAMERAMEN WHO PARTICIPATED IN BOTH THE 666 PLAN AND THE PENSION PLAN PRIOR TO 1999

A number of special rules apply to you if you participated in both the Pension Plan and the 666 Plan prior to 1999. You retain all benefits you have earned under both plans as of January 1, 1999. Essentially, your benefits will be equal to the Frozen Benefit you earn under the 666 Plan prior to 1999 plus all of the benefits you earn under the Pension Plan both before and after the merger. The benefit you earned under the Pension Plan prior to 1999 is considered part of your Future Benefit and is subject to all of the applicable Pension Plan rules.

In addition, certain special rules apply for purposes of calculating your service. In general, the rules mentioned previously apply; you are also entitled to credit for your service under the Pension Plan prior to 1999. However, you are not entitled to duplicate service for purposes of determining if you have a Vesting Year or Qualified Year. In other words, if you earn a year of credit in 1995 under both the Pension Plan and the 666 Plan, you are not entitled to two years of credit for purposes

of computing Vesting or Qualified Years. In addition, your service under the Pension Plan and the 666 Plan cannot be combined to determine if you have a Vesting Year or Qualified Year or Break in Service.

5 The Individual Account Plan

The enclosed Pension Plan *SPD* also contains information on the IAP. Beginning January 1, 1999, you are eligible to participate in the IAP. However, the Local 666 Annuity and 401(k) Funds did not merge into the IAP. These funds were frozen and the assets distributed on or about January 1, 1999.

For most purposes under the IAP, such as determining your Vesting, eligibility for early retirement and eligibility for disability, you will receive prior credit for your service under the 666 Plan prior to 1999. However, to the extent the IAP provides any actual allocations of contributions based on prior service, your prior service will not count.

PENSION PLAN BENEFITS APPENDIX

Former East Coast Local 700 Pension Participants

This Appendix is part of your July 2023 Summary Plan Description for the Motion Picture Industry Pension Plan ("Pension Plan") and the Motion Picture Industry Individual Account Plan ("IAP"), (collectively, the "Plans").

The nature and extent of benefits provided by the Pension Plan and the rules governing eligibility are determined solely and exclusively by the Directors of the Plans, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the benefits and to decide any factual question related to eligibility for and the extent of benefits provided by the Pension Plan, consistent with applicable law.

Employees of the Plans have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the Plans are not binding upon the Directors and cannot increase or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the Pension Plan and to amend the rules governing eligibility at any time, consistent with applicable law.

DEAR PENSION PLAN PARTICIPANT:

Effective as of the close of business June 30, 2002 ("Merger Date"), the Local 700 Editors (NY) - Film Producers Pension Fund ("700 Plan") merged into the Pension Plan. Effective July 1, 2002, Participants in the 700 Plan who were eligible (as explained below) received the benefits provided by the Pension Plan and all Participants became subject to the rules of the Pension Plan, except as set forth as follows. This Appendix is an addition to the main Pension Plan *SPD* you have been sent. You should also retain your last Local 700 Pension Fund Summary Plan Description, as some of those rules may be relevant during the transition period.

If you have any questions about your benefits, please call the Plans' Participant Services Center at (855) ASK-4MPI (275-4674).

Sincerely,

BOARD OF DIRECTORS

Motion Picture Industry Pension Plan

Motion Picture Industry Individual Account Plan

NOTE FOR RETIREES WHO RETIRED PRIOR TO JULY 1, 2002

If you retired from the 700 Plan prior to July 1, 2002, you will continue to receive your monthly pension check except that it is issued by the Pension Plan. Except as provided in this notice, unless you return to work, nothing in the merger will affect you.

NOTE FOR VESTED PARTICIPANTS

If you were Vested (meaning your benefits are not forfeitable under the 700 Plan), you will remain Vested after the merger.

1 Amendment to Benefit Formula

Effective July 1, 2002, you no longer earned benefits under the 700 Plan rules. Your 700 Plan benefit is limited to your pension credits and benefit earned as of June 30, 2002. The 700 Plan normal retirement benefit earned as of June 30, 2002 is referred to as the "700 Plan Accrual." Your Vested 700 Plan Accrual will not be taken away from you; you will be entitled to it when you ultimately retire under the terms of the Pension Plan. Except for any applicable benefit increases that have been or may in the future be adopted for actives or retirees under the Pension Plan rules, your 700 Plan Accrual will be frozen as of June 30, 2002. Please refer to the Pension Plan SPD for more information.

Effective July 1, 2002, you started earning benefits under the rules of the Pension Plan. This benefit you may earn under the Pension Plan rules on or after July 1, 2002 is referred to as the "Future Benefit." When you finally retire,

the benefit you are entitled to will be the sum of the 700 Plan Accrual (earned as of June 30, 2002) plus the Future Benefit you earn after that date plus your IAP benefit.

The 700 Plan Accrual will be available under the early retirement rules of the 700 Plan – you may retire early if you are 52 or older and have at least 10 pension credits. Future Benefits will not be available until age 65, unless you satisfy the Pension Plan age and service early retirement rules, in which case the Pension Plan early retirement factors apply. In addition, you will receive both your 700 Plan Accrual and your Future Benefit accrual under the early retirement rules of the Local 700 Plan, if:

- ① as of July 1, 2001, you were both 45 or older and had five pension credits or more; and
- ② you retire on or after age 52 with 10 or more Special Years.

2 The 700 Plan Benefit Formula

The 700 Plan benefit generally equals the number of your pension credits after June 30, 1961 multiplied by the monthly benefit accrual rate in effect at the time you retire. At the time of the merger on July 1, 2002, that rate was \$72. For active Participants without a Break in Service, the Local 700 Plan accrued benefit was increased by 15% effective August 1, 2003 and an additional 10% effective August 1, 2006. This rate does not apply if you previously had a Break in Service, unless you repaired the Break in Service. Instead, the rate in effect at the time you left employment

applies to service earned before that time. Participants were credited with pension credit for the 12-month period ending June 30 of a year if they had 1,500 or more hours worked in covered employment under the 700 Plan. If the Participant worked less than 1,500 hours, partial credit is granted, in accordance with the following schedule (referred to as partial credit rules):

HOURS IN COVERED EMPLOYMENT FOR YEAR ENDING JUNE 30	PENSION CREDITS
1,360 or more, but less than 1,500	.9
1,220 or more, but less than 1,360	.8
1,080 or more, but less than 1,220	.7
940 or more, but less than 1,080	.6
800 or more, but less than 940	.5
660 or more, but less than 800	.4
520 or more, but less than 660	.3
380 or more, but less than 520	.2
250 or more, but less than 380	.1
Less than 250	None

In addition, the 700 Plan provided that certain hours in a plan year may be transferred to succeeding plan years to earn additional benefits.

As long as you are Vested, you can retire at age 62 without an early retirement reduction.

3 The Pension Plan Benefit Formula

The benefit formula under the Pension Plan is different from the formula under the 700 Plan. The benefit under the Pension Plan is not based on pension credits. Instead, it is based on Credited Hours—these are generally hours for which contributions are required by the Pension Plan and the applicable collective bargaining agreements. In general, to earn benefits, you must earn a Qualified Year, which is 400 Credited Hours during a Computation Year. In addition, Normal Retirement under the Pension Plan is generally at age 65.

You started earning benefits under this formula on July 1, 2002 for hours earned on and after that date.

The benefit formula in effect after July 1, 2002 is:

- ▶ The monthly benefit rate for the first 10 Qualified Years is \$.03729 per Credited Hour. For example, 1,000 Credited Hours in your seventh Qualified Year will earn a benefit of \$37.29 per month payable at Normal Retirement Age.
- ▶ The monthly benefit rate for the 11th to 20th Qualified Year is \$.04972 per Credited Hour. For example, 1,000 Credited Hours in your 11th Qualified Year will earn a benefit of \$49.72 per month payable at Normal

Retirement Age.

- ▶ After the 20th Qualified Year, the 400 Credited Hours requirement will no longer apply. Participants will earn benefits even if they accumulate less than 400 Credited Hours in a Computation Year. They will earn at the rate of \$.04972 per Credited Hour. For example, 300 Credited Hours in your 23rd year will earn a benefit of \$14.92 per month payable at Normal Retirement Age.

To earn a Qualified Year, you must have earned at least 400 Credited Hours in a Computation Year. In 2002, (and therefore earned a Pension Plan benefit in 2002), all of your hours from December 22, 2001 until December 21, 2002 were counted; however, the amount of your Pension Plan benefit for this period is based solely on hours after June 30, 2002. These benefits will be in addition to your 700 Plan Accrual. Your 700 Plan credits were counted for determining the rate of Future Benefits you earned (\$.03729 versus \$.04972 per Credited Hour).¹ As described above, the benefit rate under the Pension Plan differs depending on whether you have 10 or more Qualified Years. Thus, if the sum of your Qualified Years both before and after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The Pension Plan does not have any rules that allow you to apply hours from one year to a succeeding year. Thus, those rules no longer apply after June 30, 2002 and you will not be able to credit any hours earned under the 700 Plan to future years.

The rates described above do not apply to hours before a Break in Service as described in the Pension Plan *SPD*. Instead, the rate in effect at the time you had a Break in Service applies to hours before the Break in Service. Unlike the 700 Plan, the Pension Plan does not allow you to repair a Break in Service.

In addition, if you earn a Qualified Year, you also participate and earn benefits under the IAP. This is a separate plan that is described in more detail in the Pension Plan *SPD*. In general, your employer is required to contribute a percentage of your scale regular basic hourly rate of pay. This amount is invested by a number of professional investment advisors and the earnings (or losses) are also allocated to your account. You may take your account in a lump sum or annuity when you retire from the IAP.

4 Comparison of Formulas

To better understand the different formulas, the table on [page 93](#) shows the benefits earned in a single year of work under the old 700 Plan formula and the Pension Plan, depending upon the

1. While the credit or service you earned under the 700 Plan before the merger will count for determining the rate of the Future Benefits you earn (and, as described in this notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 Pension Credits and 1,500 credited days of service under the 700 Plan as of December 31, 1998. You will keep your 700 Pension Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 700 Plan Service is counted for this purpose.

number of hours worked and your number of years. Under the 700 Plan, the year ends June 30; under the Pension Plan it ends in late December. Different Pension Plan amounts are shown depending on how many years you have, since the benefit rate differs. The amounts shown are the monthly benefit payable to you at age 65 in the form of a single life annuity.

Different Pension Plan amounts are shown depending on how many years you have, since the benefit rate differs. The amounts shown are the monthly benefit payable to you at age 65 in the form of a single life annuity.

5 Early Retirement Rules

The early retirement rules under

the 700 Plan continue to apply to your 700 Plan Accrual. Under these rules, you can retire at age 52 as long as you have 10 Special Years. The early retirement benefit is reduced by 4.8% for each year (0.4% per month) that you are younger than age 62 at your retirement date.

In general, the early retirement provisions in the Pension Plan only apply to your Future Benefit. Under these rules, you can retire at age 55 as long as you have 20 Qualified Years. You can retire at age 62 as long as you have 10 Qualified Years.

To better understand the factors, the table on [page 94](#) shows the reduction depending on your age

at retirement, assuming you were otherwise entitled to \$100/month at age 65 and you have at least 10 years. Remember also that effective July 1, 2002, you became eligible to participate in the IAP; the IAP benefits are not shown in the table.

As noted above, to retire early under the 700 Plan rules, you must be at least age 52 and have 10 Special Years, as defined in the 700 Plan. For this purpose, the partial credit rules were applied from July 1, 2002 until December 22, 2002. After that time, pension credit is measured by the Pension Plan using Computation Years (instead of the year ending June 30). In addition, you are only entitled to

Monthly Benefit Payable at Age 65 Based on One Year of Covered Employment

CREDITED HOURS IN A YEAR	MONTHLY LOCAL 700 PENSION PLAN ACCRUAL	MONTHLY PENSION PLAN FUTURE BENEFIT (1st thru 10th Qualified Year)	MONTHLY PENSION PLAN FUTURE BENEFIT (11th thru 20th Qualified Year)
2,200	\$72.00	\$82.04	\$109.38
2,000	\$72.00	\$74.58	\$99.44
1,800	\$72.00	\$67.12	\$89.50
1,570	\$72.00	\$58.55	\$78.06
1,430	\$64.80	\$53.32	\$71.10
1,290	\$57.60	\$48.10	\$64.14
1,150	\$50.40	\$42.88	\$57.18
1,010	\$43.20	\$37.66	\$50.22
870	\$36.00	\$32.44	\$43.26
730	\$28.80	\$27.22	\$36.30
590	\$21.60	\$22.00	\$29.33
450	\$14.40	\$16.78	\$22.37
320	\$7.20	\$0	\$0 (10-20 Years) \$15.91 (After 20 Years)
249	\$0	\$0	\$0 (10-20 Years) \$12.38 (After 20 Years)

1 ½ years for the period from July 1, 2001 until December 21, 2002. The rules regarding transferring uncredited hours do not apply after June 30, 2002.

There are two exceptions to these rules. First, if you qualify for an Unreduced Early Retirement Benefit under the Pension Plan, you will be entitled to a 700 Plan Accrual and Future Benefit unreduced for early retirement. This requires at least 30 years of service and attainment of age 62 with 50,000 hours (or age 61 with 55,000 hours, or age 60 with 60,000 hours.)

Second, if on July 1, 2002, you had both earned five years of pension credit under the 700 Plan and had attained age 45, the early retirement rules under the 700 Plan

will apply to your Future Benefit as well as your 700 Plan Accrual. Thus, if you were age 45 at the time of the merger with five pension credits, you can receive your entire benefit under the early reduction rules in the 700 Plan at such time you have both attained age 52 and earned 10 Special Years.

6 Other Rules

The Pension Plan has been amended to provide a number of additional rules to coordinate the 700 Plan Accrual and Future Benefit.

FORMS OF BENEFITS

When you retire, you can elect to receive your 700 Plan Accrual in one of the forms available under the 700 Plan. These include the Husband and Wife Pension form,

the Two-Years-Certain form, the Ten-Years-Certain form, the lifetime form and the adjusted beneficiary form. All of these were described in the 700 Plan SPD. However, the requirement that you be married for one year in order to receive the Husband and Wife Pension under the 700 Plan does not apply to retirements after June 30, 2002.

The forms of benefit available under the Pension Plan will apply only with respect to your Future Benefit. The forms of benefit under the Pension Plan are a Life Annuity Benefit, a Qualified Joint & 50% Survivor Annuity Benefit, a Joint & 100% Survivor Annuity Benefit, a Joint & 50% Pop-up Annuity Benefit, a Joint & 100% Pop-up Annuity Benefit,

RETIREMENT AGE	LOCAL 700 BENEFIT (10 or more Pension Credits)	PENSION PLAN REDUCED EARLY RETIREMENT BENEFIT FACTORS	PENSION PLAN BENEFIT (20 or more Qualified Years if under age 62; 10 years if 62 or older)
65	\$100.00	100%	\$100.00
64	\$100.00	92.50%	\$92.50
63	\$100.00	86%	\$86.00
62	\$100.00	80%	\$80.00
61	\$95.20	74.50%	\$74.50
60	\$90.40	69%	\$69.00
59	\$85.60	64%	\$64.00
58	\$80.80	59.50%	\$59.50
57	\$76.00	55.50%	\$55.50
56	\$71.20	52%	\$52.00
55	\$66.40	49%	\$49.00
54	\$61.60	NOT AVAILABLE	NOT AVAILABLE
53	\$56.80	NOT AVAILABLE	NOT AVAILABLE
52	\$52.00	NOT AVAILABLE	NOT AVAILABLE

and a 10-Years-Certain and Life Annuity Benefit. In general, the only beneficiary allowed under any of these forms is your spouse, except that under the 10-Years-Certain and Life Annuity Benefit, you may elect to have either your spouse or children as beneficiary. For participants retiring in 2009 and thereafter, the Qualified Joint & 75% Survivor Annuity Benefit is available with respect to both the 700 Plan Accrual and the Future Benefit. These rules are described more completely in the Pension Plan *SPD*.

VESTING AND VESTING YEARS

A five-year cliff Vesting schedule applies for both your 700 Plan Accrual and your Future Benefit. However, if you do not have any hours after June 30, 1998, the prior 700 Plan Vesting schedule will apply.

For Vesting purposes, you will receive credit for your prior service under the 700 Plan (850 hours in a year ending June 30). In general, your Vested Years as of Plan Year 2003 are the greater of: (1) the actual Vested Years you earned under the 700 Plan (for this purpose, you will earn a year if you had 850 or more hours in the Computation Year ending December 21, 2002); or (2) the number of Vested Years ending June 30 (up until June 30, 2002) that you would have earned had the Pension Plan rules been in effect (under the Pension Plan rules, you earn a Vested Year if you have 400 or more hours in the Computation Year) under the 700 Plan (ignoring the transfer of hour rules and excluding years forfeited under the 700 Plan). You

also receive credit for your Vesting Years earned under the Pension Plan after 2002.

QUALIFIED YEARS

For most purposes, such as eligibility for early retirement under the Pension Plan and eligibility for disability under the Pension Plan, you receive credit for your prior service under the 700 Plan. However, you will not receive any Future Benefit with respect to the credit or service you earned under the 700 Plan. In general, your Qualified Years as of Plan Year 2003 are the greater of: (1) the actual pension credits you earned under the 700 Plan as of that date (for this purpose, the Partial Credit rules were applied from July 1 to December 21, 2002); or (2) the number of years ending June 30 (up until June 30, 2002) that you would have earned had the Pension Plan rules been in effect (under the Pension Plan rules, you earn a Qualified Year if you have 400 or more hours in that Computation Year) under the 700 Plan (ignoring the transfer of hour rules and excluding years forfeited under the 700 Plan). You also receive credit for your Qualified Years earned under the Pension Plan after 2002.

Notwithstanding the above, in general, you are only entitled to 1 ½ Qualified Years for the period from July 1, 2001 until December 22, 2002.

While these rules apply for purposes of determining whether you can retire early under the Pension Plan rules, they do not apply for purposes of determining whether you can retire early under 700 Plan rules.

DISABILITY BENEFITS

The rules in the 700 Plan regarding disability benefits no longer apply after June 30, 2002. Thus, in order to receive a disability benefit after June 30, 2002, you need to qualify under the Pension Plan rules. If you qualify, both the Future Benefit and 700 Plan Accrual will be paid to you in accordance with these rules. Of course, if you were receiving a disability benefit under the 700 Plan as of June 30, 2002, that benefit will remain in effect as long as you remain eligible.

PRE-RETIREMENT DEATH BENEFITS

The 700 Plan provided for a pre-retirement lump sum death benefit equal to \$500 multiplied by your number of pension credits with a maximum of \$10,000. This pre-retirement death benefit will continue to be paid if you die before retirement and are not married. For this purpose, pension credits earned both before and after the merger will count – they will be calculated as set forth previously. If you are married, the regular pre-retirement death benefit for married participants under the Pension Plan will be paid instead.

BENEFIT SUSPENSION RULES

Both the 700 Plan and the Pension Plan have rules providing for a suspension of benefits if you retire and come back to work. On or after July 1, 2002, the Pension Plan rules apply to the Future Benefit. The Pension Plan rules apply to the 700 Plan Accrual except to the extent the 700 Plan suspension rules are more favorable, in which case those rules apply. These rules also

apply to 700 Plan members who previously retired.

BREAK IN SERVICE RULES

Both the 700 Plan and the Pension Plan also have Break in Service rules which apply for at least two purposes:

- ① generally you are not entitled to a benefit increase for service prior to a break; and
- ② determining whether your prior service is forfeited if you leave employment before you are Vested.

After the merger, the various Break in Service rules in the 700 Plan no longer apply. Instead, the Pension Plan rules are in effect and will apply to both your 700 Plan Accrual and Future Benefit. In general, you will incur a Break in Service under the Pension Plan rules if you have a period of two consecutive years with less than 200 Vested Hours in each year. Your service under the 700 Plan prior to the merger will be considered for this purpose to determine if you have a Break in Service.

Thus, if you are not Vested and have a forfeiture after the merger under the Pension Plan rules, you will forfeit both your 700 Plan Accrual and the Future Benefit you earned up until the forfeiture. If you had a forfeiture under the 700 Plan before the merger, the 700 Plan Accrual earned before the Break in Service remains forfeited.

In addition, if there are subsequent benefit increases that apply to the 700 Plan Accrual, and you had a Break in Service under the 700 Plan rules (prior to

the merger) or a Break in Service under the Pension Plan rules (after the merger), you will not be entitled to any increase with respect to the 700 Plan Accrual or Future Benefit earned before the Break in Service.

Finally, the 700 Plan had certain rules that allowed you to repair your earlier Break in Service so that you would be entitled to future benefit rate increases. There are no repair rules under the Pension Plan. On or after July 1, 2002, you are no longer able to repair any Break in Service.

OTHER RULES

In general, all other rules of the Pension Plan apply after June 30, 2002. For example, the Pension Plan requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the Pension Plan also apply. The Pension Plan rules about earning benefits after Normal Retirement Age (65) also apply, except that your 700 Plan Accrual when you retire will not be less than the amount you would have received if you had retired on June 30, 2002.

EDITORS WHO PARTICIPATED IN BOTH THE 700 PLAN AND THE PENSION PLAN PRIOR TO MERGER

A number of special rules apply to you if you participated in both the Pension Plan and the 700 Plan prior to July 1, 2002. You retain all benefits you have earned under both plans as of July 1, 2002. Essentially, your benefits will be equal to the 700 Plan Accrual you earned under the 700 Plan prior to July 1, 2002 plus all of the benefits

you earn under Pension Plan both before and after the merger. The benefit you earned under the Pension Plan prior to July 1, 2002 is considered part of your Future Benefit and is subject to all of the applicable Pension Plan rules.

In addition, certain special rules apply for purposes of calculating your service. In general, the rules mention previously will apply; you are also entitled to credit for your service under the Pension Plan prior to the merger. However, you are not entitled to duplicate service. For example, if you earned a Qualified Year in 1995 under the Pension Plan, you are not entitled to earn another Qualified Year under the 700 Plan for year ending June 30, 1995. The same concept applies for Vesting and early retirement. In addition, your service under the Pension Plan and the 700 Plan cannot be combined to determine if you have a Vesting Year, Qualified Year or pension credit. Other special rules apply.

⑦ Individual Account Plan

The enclosed Pension Plan SPD includes information on the IAP. Beginning July 1, 2002, you are eligible to participate in the IAP. This benefit was described previously.

For most purposes under the IAP, such as determining your Vesting, eligibility for early retirement and eligibility for disability, you will receive credit for your service under the 700 Plan prior to July 1, 2002. However, to the extent the IAP provides any actual allocations of contributions based on prior service, your prior service will not count.



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