



**Screen Actors Guild–Producers
Pension & Health Plans**

Summary Plan Description

**Screen Actors
Guild–Producers
Pension Plan**

July 1, 2013

Pension

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To All Participants:

We are pleased to provide you with this edition of the Summary Plan Description booklet that explains the benefits of your Pension Plan in effect as of July 1, 2013. Please review this booklet carefully. The Pension Plan is very complicated, and although we have tried to explain the Plan provisions as clearly as possible, it is likely that you will have questions after reading this booklet. You may call or write the Plan Office for answers to any questions you may have about the Plan and how any rule affects you and your beneficiaries.

This booklet explains the Pension Plan in effect as of July 1, 2013. If the facts and circumstances of a particular situation must be considered for a time before July 1, 2013, the provisions of the Plan in effect at the relevant date must be applied. Those provisions may be different from the current Plan as contained in this booklet. For your protection, only the Board of Trustees is authorized to interpret the Plan. Information you may receive from the Union or Producers or their representatives cannot alter or bind the Plan. Official information about your rights under the Plan must be communicated to you, in writing, and signed on behalf of the Board of Trustees.

We invite you to visit the Plan's website at www.sagph.org. There you will find this entire booklet plus other information about the Plan including Take 2 Newsletters and supplemental plan information. If you register for a password, you can also estimate the amount of pension you may be entitled to receive now or in the future. You can also project earnings to see how that may affect your pension amount. You can also sign-up for e-Communications which enables you to receive certain Plan documents, such as the Take 2 Newsletter, Summary Plan Description and Annual Summary of Earnings via e-mail instead of on paper in the mail. Please remember you must keep the Plan Office informed of any change in your mailing address. This will ensure that you receive all communications. You must also keep the Plan Office informed of any change in your marital status or beneficiary designation.

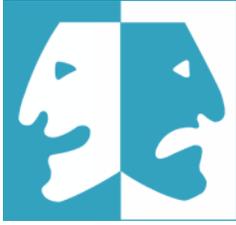
The Pension Plan has been providing retirement benefits to participant and their families and beneficiaries for over 50 years. We are proud of the growth and success of the Pension Plan and believe it will continue to provide a significant measure of security to you and your beneficiaries for many years to come.

Sincerely,

BOARD OF TRUSTEES

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Screen Actors Guild–Producers Pension Plan

Glossary Of Terms

Actor or Participant. A person employed by Producers to render services as an actor or other performer in the motion picture industry subject to a collective bargaining agreement with SAG-AFTRA and on whose behalf contributions are required to be made to the Pension Plan.

SAG-AFTRA. Refers to the Union which entered into collective bargaining agreements with Producers. These agreements provide for contributions by Producers to the Pension Plan for the purpose of providing pension benefits to eligible participants. SAG-AFTRA was formed on March 30, 2012 and on that date, among other things, assumed all collective bargaining agreements of Screen Actors Guild (SAG).

Annuity Starting Date. The date on which benefits first become payable to you or your beneficiaries. In general, your Annuity Starting Date is the first of the month following the date your application is received by the Plan Office and you meet the eligibility requirements. This is also referred to as the **Effective Date**.

Earnings Credit. Credit you receive for earnings resulting from employment as an Actor in theatrical motion pictures, television motion pictures, television commercials, industrial or educational motion pictures, public television, music video and interactive media projects, provided the employment was with a Producer who was signatory to a SAG-AFTRA collective bargaining agreement under which contributions are made in accordance with the Pension Plan Trust Agreement. Earnings Credit is used to determine your Pension Credit and to determine the amount of your pension benefit.

Pension Credit. A unit which measures the amount of time you have worked in the motion picture industry in employment covered by a collective bargaining agreement. Pension Credit is used to determine your eligibility for benefits.

Break in Service. A period of time during which you do not earn a minimum amount of earnings. A Break in Service can be temporary or permanent depending on how long it continues. A Break in Service can result in the cancellation of previously earned Pension Credit.

Producer. An employer that is signatory to a SAG-AFTRA collective bargaining agreement and is required to make contributions to the Pension Plan.

Total Disability. In order to qualify for a Disability Pension, you must be Totally Disabled. You will be considered Totally Disabled only if you have been awarded a Social Security Disability Benefit **and** you have an injury or illness which prevents you from engaging in **any** substantial gainful activity which is expected to last for your lifetime or result in death. It is important to note that the Plan's definition of Total Disability is more restrictive than Social Security's definition.

Plan Office Participant. The term Plan Office Participant means an employee of the Screen Actors Guild – Producers Pension Plan. Effective January 1, 2007, a Plan Office Participant also includes an employee of the Screen Actors Guild – Producers Industry Advancement and Cooperative Fund.

Guild Office Participant. The term Guild Office Participant means an employee of SAG-AFTRA on whose behalf contributions are made to the Pension Plan. Effective April 1, 2007, a Guild Office Participant also includes an employee of the Screen Actors Guild Foundation.

Same-Sex Domestic Partner. The term Same-Sex Domestic Partner means an individual who is the same sex as the Participant and who has submitted to the Plan an Affidavit of Domestic Partnership along with required supporting documentation and who meets the required criteria set out in the Affidavit. For a complete definition, please refer to Article I, Section 32 of the Pension Plan rules which appears on page 49 of this booklet. For annuity starting dates on and after July 1, 2011, qualified Same-Sex Domestic Partners shall be considered married.

Spouse. The terms "marriage," "married," "legally married," "spouse," or "legal spouse," as used herein, shall have the same meanings as those set forth under applicable law. For annuity starting dates on and after July 1, 2011, qualified Same-Sex Domestic Partners shall be considered married.

Explanations of other technical terms and further detail will be found in the following explanatory material and the text of the Pension Plan Document which follows the Summary Plan Description.

Earnings Credit

The earnings you receive from employment as an Actor for a Producer that is signatory to a collective bargaining agreement with SAG-AFTRA under which contributions are made in accordance with the Pension Plan Trust Agreement are called "Earnings Credit". Earnings Credit is used to determine your Pension Credit which is needed to qualify for a pension. Earnings Credit also determines the amount of your pension. There are limits on the **amount** of Earnings Credit which is recognized by the Pension Plan.

There are three types of Earnings Credit:

- ▶ **Prior Service Earnings Credit** – for your employment *prior to* January 1, 1961.
- ▶ **Current Service Earnings Credit** – for your employment *after* January 1, 1961.
- ▶ **Military Service Earnings Credit** – for periods you served in the armed forces.

PRIOR SERVICE EARNINGS CREDIT

Employment prior to January 1, 1961

You are entitled to Prior Service Earnings Credit for all earnings, up to a maximum of \$200,000 in any one calendar year prior to 1961, from employment as an Actor in the motion picture industry, provided such employment was with a Producer who was signatory to a SAG collective bargaining agreement.

Earnings are credited to the calendar year in which payments were made. Prior Service Earnings include residuals and deferred payments except that residuals and deferred payments received *after* January 1, 1961, but earned *prior* to January 1, 1961, on which contributions are not due, will not be credited for any purpose.

In order to receive credit for Prior Service Earnings, you must furnish the Plan Office with information concerning the earnings you received from Producers prior to 1961 under SAG collective bargaining agreements. The Plan Office will then obtain verification of your earnings record from the Producers concerned or through other available means before determining the actual amount of earnings to be credited under the Plan. Even if you are not yet ready to retire, you can call or write the Plan Office to verify that you have been credited with all of the Prior Service Earnings Credit to which you are entitled.

CURRENT SERVICE EARNINGS CREDIT

Employment On and After January 1, 1961

You are entitled to Current Service Earnings Credit for all earnings in calendar years after 1960, including residuals and/or deferred payments, resulting from employment as an Actor in the motion picture industry or resulting from employment as a Plan Office Participant or a Guild Office Participant for which contributions are required to be made to the Plan.

Earnings are credited to the calendar year in which payments were made or should have been made, except that after January 1, 1976, earnings resulting solely from deferred payments to an Actor who has not yet retired shall be credited to the calendar year during which the employment producing such deferred payments was performed.

Maximum Current Service Earnings Credit

For calendar years starting on and after January 1, 1989, federal regulations impose a maximum on the amount of Current Service Earnings that can be recognized from any one employer in a calendar year. This amount is adjusted from time to time by the federal government. For details on the limits in effect during any particular year, you should contact the Pension Department at the Plan Office.

MILITARY SERVICE EARNINGS CREDIT

After December 12, 1994

You are entitled to Military Service Earnings Credit during periods of military service which start on or after December 12, 1994 provided you meet **all** of the following requirements:

1. You have some sessional work in the 12-month period immediately before your military service.
2. Your military service is with the Armed Services as defined in the Uniform Services Employment and Reemployment Rights Act of 1994 on a voluntary or involuntary basis.
3. Your discharge is honorable.
4. You return to work (have sessional earnings) for a signatory producer within one year of your discharge.

You will be credited with Military Service Earnings Credit based on the amount of your Earnings Credit as an Actor during the 12-month period immediately preceding military service. The amount of such Military Service Earnings will be reduced by the amount of any non-Military Earnings Credit you have during

the period of your military service. Such Military Service Earnings will be added to any non-Military Earnings credited to you prior to or following the period of military service. The Military Service Earnings are treated as if they were Current Service Earnings in determining both your eligibility for pension and the amount of pension.

Military Service Earnings Credit is limited to five years of military service not counting periods of military service for training, involuntary active duty extensions or where required to complete an initial period of obligated military service.

Example: If you served in the military during the period from January 1, 2011 through June 30, 2011 and your average rate of pay during calendar year 2010 was \$1,000 per month, you will be credited with \$6,000 of military service earnings – \$1,000 for each month of your military service. This is added to any other Current Service Earnings reported on your behalf after June 30, 2011 and, if the total earnings equal \$18,000 or more, you will earn a Pension Credit for 2011 and these earnings will be used to calculate your pension amount.

For Military Service Credit prior to December 12, 1994, please see page 5.

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Pension Credit

Pension Credits are units that measure the amount of time you have worked in employment covered by the Plan. Pension Credit is earned based on your Earnings Credit or your days of covered employment. Pension Credits are used in determining your eligibility for benefits as well as the amount of benefits payable under the Plan.

There are four types of Pension Credit:

- ▶ **Prior Service Credit**
- ▶ **Current Service Credit**
- ▶ **Military Service Credit**
- ▶ **Alternative Eligibility Pension Credit**

PRIOR SERVICE CREDIT

Before January 1, 1961

You will be credited with one year of Prior Service Credit for each calendar year between January 1, 1937 and December 31, 1960, in which you have Prior Service Earnings of \$2,000 or more. The maximum number of Prior Service Credits that will be used to calculate your benefits is 20.

CURRENT SERVICE CREDIT

After December 31, 1960

You will be credited with one year of Current Service Credit for each calendar year after December 31, 1960 in which you meet the minimum earnings requirement. The Trustees determine, from time to time, the amount of earnings required to earn a Pension Credit, as follows:

Calendar Years	Earnings Requirement for One Pension Credit
1961 through 1991	\$ 2,000
1992 through 1995	\$ 5,000
1996 through 1998	\$ 7,500*
1999 through 2002	\$10,000**
2003 through 2008	\$15,000
2009	\$16,000
2010	\$17,000
2011	\$18,000
2012 through 2013	\$20,000

* If you were age 55 or older and had at least 5 but less than 10 Pension Credits as of January 1, 1996, you were entitled to continue to earn Current Service Credit at the prior rate (one year equals \$5,000) until the earlier of January 1, 2003 or the date you had a total of 10 Pension Credits. After that time, you will earn additional Pension Credit based on the earnings requirement in effect at that time.

** If you had three or more Pension Credits as of January 1, 1999 you were entitled to continue to earn Current Service Credit at the \$7,500 rate until the earlier of January 1, 2003 or the date you had a total of 10 Pension Credits. After that time, you will earn additional Pension Credit based on the earnings requirement in effect at that time.

Special Rule

If your Current Service Earnings in any calendar year before January 1, 1976, resulted solely from residuals and/or deferred payments on which contributions were payable to the Plan, you are entitled to Current Service Credit for such year only if:

- You have a total of at least 10 Pension Credits made up of a combination of Prior Service Credit and Current Service Credit; **and**
- In each of the years after 1960 that are included in these 10 years, you received some payment for the performance of work (sessional earnings) which was subject to Producers contributions to the Plan.

MILITARY SERVICE CREDIT

Prior to December 12, 1994

If you do not otherwise have 10 years of Pension Credit, you may be granted Military Service Credit for any calendar year prior to December 12, 1994 in which you did not earn a Prior or Current Service Credit and in which you served in the Armed Forces of the United States during the years after 1939. If you served during the Second World War in the armed forces of a nation that was allied with the United States, you are entitled to Military Service Credit for that service.

Military Service Credit will be granted for a maximum of three years or until you have been credited with 10 years of Pension Credit, whichever is achieved first.

In order to receive credit for Military Service you must have had some employment and earnings as an Actor in each of the two years before your military service and your discharge must be other than dishonorable.

On and After December 12, 1994

You will be credited with Military Service Earnings Credit for periods on and after December 12, 1994 as outlined on page 3.

ALTERNATIVE ELIGIBILITY PROGRAM PENSION CREDIT

After December 31, 1998

You are entitled to a Pension Credit under the Alternative Eligibility Program for any calendar year after December 31, 1998 in which you do not meet the minimum earnings requirement but in which you work for a minimum number of days as an actor in employment which is covered by a collective bargaining agreement with SAG-AFTRA under which contributions are made in accordance with the Pen-

sion Plan Trust Agreement. The number of days is as follows:

Calendar Years	Days of Employment Requirement for One Pension Credit
1999 through 2002	60 days in a calendar year
2003 and later	70 days in a calendar year

Pension Credit earned under the Alternative Eligibility Program is used in the same way as other Pension Credit **except that it will not count toward:**

- The Minimum Pension
- Eligibility for Early Retirement Pension
- Eligibility for Disability Pension (Occupational or Non-Occupational)
- Eligibility for the Terminal Illness Benefit
- Eligibility for Senior Performers Health Plan coverage (including the Extended Spousal coverage)

The amount of pension earned with Pension Credits under the Alternative Eligibility Program is calculated in the same way as other pensions – based on your actual earnings and the benefit formula, except that the minimum pension amount (currently \$220 per month) does not apply. This means that if your earnings produce a monthly pension of less than \$220 per month, you will receive the lesser amount.

Vesting

Vesting means that you have satisfied the service requirements for a pension and will be eligible for a pension once you meet the age and other requirements. Once you are vested, your previously earned Pension Credit cannot be cancelled.

You can become vested in three ways:

- 1) Ten-Year Vesting** – You are vested once you have accumulated 10 Pension Credits.
- 2) Limited Five-Year Vesting** – You are vested once you have accumulated 5 Pension Credits without a Permanent Break in Service and have satisfied the Activity Test. This type of vesting became effective January 1, 1999.
- 3) Normal Retirement Age Vesting** – You are vested once you have attained Normal Retirement Age without a Permanent Break in Service.

TEN-YEAR VESTING

Once you have accumulated 10 or more Pension Credits, you will be eligible for a pension at any time after reaching age 55. Pension Credits used for Ten-Year Vesting do not need to be consecutive and are not subject to Break in Service rules. However, Pension Credits earned under the Alternative Eligibility Program (see page 5) do not count toward eligibility for an Early Retirement Pension. Accordingly, if some of your 10 Pension Credits were earned under the Alternative Eligibility Program, you will not be eligible for a pension until age 65.

LIMITED FIVE-YEAR VESTING

Once you have accumulated 5 Pension Credits without a Permanent Break in Service and have satisfied the Activity Test, you will be eligible for a Vested Pension at age 65.

Break in Service Rule for Limited Five-Year Vesting.

If you do not meet a certain minimum earnings requirement in a calendar year, you have a One-Year Break in Service. A One-Year Break is temporary unless you have so many that the break becomes permanent. A Permanent Break in Service cancels the Pension Credits you previously earned for purposes of Limited Five-Year Vesting. However, any years cancelled for the Limited Five-Year Vesting will still count toward Ten-Year Vesting.

One-Year Break In Service

You have a One-Year Break in Service in any calendar year in which you do not meet the following earnings requirement:

1961-1991	\$ 2,000
1992-1995	\$ 2,500
1996-1998	\$ 3,750
1999-2002	\$ 5,000
2003-2008	\$ 7,500
2009	\$ 8,000
2010	\$ 8,500
2011	\$ 9,000
2012 - 2013	\$10,000

A One-Year Break (or a series of One-Year Breaks) is temporary unless you have so many that the break becomes permanent.

Permanent Break in Service

You have a Permanent Break in Service if you have at least five consecutive One-Year Breaks and the number of consecutive One-Year Breaks equals or exceeds the number of Pension Credits you previously accumulated.

For example, if you have three Pension Credits, you will have a Permanent Break in Service if you have five consecutive One-Year Breaks in Service.

You can prevent temporary One-Year Breaks in Service from becoming a Permanent Break in Service by earning a Pension Credit. For example, if you have three Pension Credits and then have three consecutive One-Year Breaks, you can cure the One-Year Breaks by earning one Pension Credit before you have five consecutive One-Year Breaks.

If you earn more than the amount to avoid a One-Year Break (\$10,000 in 2012) but less than the minimum to earn Pension Credit (\$20,000 in 2012), the year is not counted as a One-Year Break in Service, but it will not cancel or interrupt the count of previous consecutive One-Year Breaks.

The Activity Test for Limited Five-Year Vesting

The Activity Test requires you to have a certain amount of earnings (or activity) on or after January 1, 1999 in order to be vested under the Limited Five-Year Vesting. For example, if you had at least 5 but less than 10 Pension Credits as of December 31, 1998, you were not automatically vested as of January 1, 1999. The Activity Test requires that you must first have some additional earnings in order to become vested.

The Activity Test only applies if you have 5 but less than 10 Pension Credits as of December 31, 1998. If you have less than 5 Pension Credits, this test does not apply to you because you already need at least one more year of Pension Credit to become vested

under the Limited Five-Year Vesting. If you have 10 or more Pension Credits, you are already vested under the Ten-Year Vesting rule.

If you have at least 5 but less than 10 Pension Credits as of December 31, 1998, how much you must earn to satisfy the Activity Test depends on whether you are active or inactive as of December 31, 1998.

Active Participant: You are considered “active” if you did not have a One-Year Break in Service in 1998. To become vested under Limited Five-Year Vesting, an active participant needs one hour of sessional employment on or after January 1, 1999 and before incurring a Permanent Break in Service.

Inactive Participant: You are considered “inactive” if you had a One-Year Break in Service in 1998. To become vested under Limited Five-Year Vesting, an inactive participant needs to earn one Pension Credit on or after January 1, 1999 and before incurring a Permanent Break in Service.

NORMAL RETIREMENT AGE VESTING

You will be vested once you have attained Normal Retirement Age without a Permanent Break in Service.

Normal Retirement Age

If you have some Earnings Credit after January 1, 1988, your Normal Retirement Age is the later of age 65 or the **fifth** anniversary of the date you began to participate in the Plan.

If you do not have any Earnings Credit after January 1, 1988, your Normal Retirement Age is the later of age 65 or the **tenth** anniversary of the date you began to participate in the Plan.

Break in Service for Normal Retirement Age Vesting

One-Year Break in Service

As with the Limited Five-Year Vesting, a Break in Service rule applies to Normal Retirement Age Vesting, but it is a slightly different rule. Under Normal Retirement Age Vesting, you have a One-Year Break in Service in a calendar year in which you do not meet the following earnings requirement:

1961 – 1991	\$ 2,000
1992 – 1995	\$ 5,000
1996 – 1998	\$ 7,500
1999 – 2002	\$ 5,000
2003 – 2008	\$ 7,500
2009	\$ 8,000
2010	\$ 8,500
2011	\$ 9,000
2012 - 2013	\$10,000

Permanent Break in Service

You have a Permanent Break in Service between January 1, 1961 and December 31, 1987 if you have a number of consecutive One-Year Breaks that equal or exceeds the number of Pension Credits previously accumulated. You have a Permanent Break in Service on and after January 1, 1988 if you have at least five consecutive One-Year Breaks in Service and the number of consecutive One-Year Breaks equals or exceeds the number of Pension Credits previously accumulated. If you have a Permanent Break in Service, years of participation before the break are disregarded and you can only count years of participation after the break in determining whether you have reached Normal Retirement Age.

You can prevent a series of consecutive One-Year Breaks from becoming a Permanent Break by earning a Pension Credit. For calendar years after 1998, if you earn more than the amount to avoid a One-Year Break but less than the minimum to earn a Pension Credit, the year is not counted as a One-Year Break, but it will not cancel or interrupt the count of previous consecutive One-Year Breaks.

For more information on the Pension Plan, please visit:

www.sagph.org

Screen Actors Guild – Producers Pension Plan

Types Of Pension

This section describes the types of pension available under the Plan and the service, age, and other requirements for each. The Plan Office can tell you about your eligibility and explain the factors that should be considered when you are ready to have your pension commence. The amount of monthly payment for each type of pension will vary according to a number of factors, including your age and the options you select. Information about the amount of payment will be found in the section on Forms of Pension Payment as well as in this section.

REGULAR PENSION

Eligibility

You are eligible for Regular Pension if you meet the following requirements:

1. You have attained age 65; and
2. You have at least 10 Pension Credits.

Amount

The Regular Pension is a monthly amount equal to the sum of the **annual** Prior Service Benefit plus the **annual** Current Service Benefit divided by 12. The amount is rounded to the next higher multiple of 50¢ if it is not already a multiple of 50¢.

Minimum Pension: The minimum amount of monthly Regular Pension is \$220, except that this minimum shall not apply if eligibility is based on Pension Credits earned under the Alternative Eligibility Program. The Minimum Pension amount is based on the Five-Year Certain Form of payment and will be reduced if another form of payment is elected.

Maximum Pension: The maximum amount of monthly Regular Pension depends on when your pension is effective (your Annuity Starting Date) and, beginning July 1, 2007, it also depends on the amount of Pen-

sion Credits you have accumulated as of your Annuity Starting Date. The maximum pension amounts are as follows:

Pension Effective Date (Annuity Starting Date)	Pension Credits Required As Of The Annuity Starting Date	Maximum Monthly Pension
Prior to 1/1/1998	N/A	\$ 4,400
1/1/1998 through 12/31/1998	N/A	\$ 5,000
1/1/1999 through 6/30/2007	N/A	\$ 6,000
7/1/2007 and later	Less than 20	\$ 6,500
	20 through 29	\$ 7,000
	30 through 34	\$ 7,500
	35 or more	\$ 8,000

The maximum pension amount may be increased if the Annuity Starting Date is after age 65 (see Delayed Retirement on page 12). The maximum pension amount is based on the Five-Year Certain Form of payment and will be reduced if another form of payment is elected.

Annual Prior Service Benefit

The Annual Prior Service Benefit is determined as follows:

1. Determine the average annual Earnings Credit for your most recent five years of Prior Service Credit by adding the Earnings Credit in those five years and dividing by 5.
2. Apply the amount determined in 1. to the formula in Table 1.
3. Multiply the amount obtained in 2. by your total number of years of Prior Service Credit. The result is your annual Prior Service Benefit.

If you have less than five years of Prior Service Credit, then the Earnings Credit for each year of Prior Service Credit is applied to the formula in Table 1 and the results for all years are added together. The total is your annual Prior Service Benefit.

Table 1

Earnings Credit For Prior Service	Annual Benefit for Each Year of Prior Service Credit
\$ 0 to \$ 2,500	8.23% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 205.75 plus 7.60% of excess over \$ 2,500
\$ 5,001 to \$ 7,500	\$ 395.75 plus 5.08% of excess over \$ 5,000
\$ 7,501 to \$ 25,000	\$ 522.75 plus 4.66% of excess over \$ 7,500
\$ 25,001 to \$ 30,000	\$ 1,338.25 plus 4.10% of excess over \$ 25,000
\$ 30,001 to \$ 50,000	\$ 1,543.25 plus 1.42% of excess over \$ 30,000
\$ 50,001 and over	\$ 1,827.25 plus 1.30% of excess over \$ 50,000

Table 2

Earnings Credit	Annual Benefit for Current Service Credit Earned Prior to 1996
\$ 0 to \$ 2,500	4.57% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 114.25 plus 4.21% of excess over \$ 2,500
\$ 5,001 to \$ 30,000	\$ 219.50 plus 3.21% of excess over \$ 5,000
\$ 30,001 to \$ 50,000	\$ 1,022.00 plus 1.82% of excess over \$ 30,000
\$ 50,001 to \$ 75,000	\$ 1,386.00 plus 1.54% of excess over \$ 50,000
\$ 75,001 to \$100,000	\$ 1,771.00 plus 1.36% of excess over \$ 75,000
\$100,001 and over *	\$ 2,111.00 plus 1.19% of excess over \$100,000

* Up to the Maximum Earnings Credit allowed (see page 2).

Table 3

Earnings Credit	Annual Benefit for Current Service Credit Earned in 1996, 1997 and 1998
\$ 7,500 to \$ 50,000	\$ 272.50 plus 3.5% of Earnings Credit over \$ 7,500**
\$ 50,001 to \$100,000	\$ 1,760.00 plus 2.5% of excess over \$ 50,000
\$100,001 and over*	\$ 3,010.00 plus 1.5% of excess over \$100,000

* Up to the Maximum Earnings Credit allowed (see page 2).

** If you earn a year of Pension Credit based on Earnings Credit of less than \$7,500, or if your average earnings are less than \$7,500, your annual Current Service Benefit for such Credit will be \$272.50.

Annual Current Service Benefit

The Annual Current Service Benefit is the greater of the amount determined under **the Annual Earnings method or the Average Earnings method**. These methods are as follows:

Annual Earnings Method	Average Earnings Method
<p>A. Apply the Earnings Credit for each year of Current Service Credit earned prior to 1996 to the formula in Table 2.</p> <p>B. Apply the Earnings Credit in each year of Current Service Credit earned in 1996, 1997 and 1998 to the formula in Table 3.</p> <p>C. Apply the Earnings Credit in each year of Current Service Credit earned in 1999 through 2009 to the formula in Table 4.</p> <p>D. Apply the Earnings Credit in each year of Current Service Credit earned in 2010 and later to the formula in Table 5.</p> <p>E. Add the amounts determined in A, B, C and D above. This is your annual Current Service Benefit under the Annual Earnings Method.</p>	<p>A. Determine your Average Earnings by adding your Earnings Credit in each year of Current Service Credit and dividing by the number of years of Current Service Credit.</p> <p>B. Apply the amount in A to the formula in Table 2 and multiply the result by the total years of Current Service earned before 1996.</p> <p>C. Apply the amount in A to the formula in Table 3 and multiply the result by the total years of Current Service earned in 1996, 1997 and 1998.</p> <p>D. Apply the amount in A to the formula in Table 4 and multiply the result by the total years of Current Service Credit earned in 1999 through 2009.</p> <p>E. Apply the amount in A to the formula in Table 5 and multiply the result by the total years of Current Service Credit earned in 2010 and later.</p> <p>F. Add the amounts determined in B, C, D and E. This is your annual Current Service Benefit under the Average Earnings Method.</p>

Table 4

Earnings Credit	Annual Benefit for Current Service Credit Earned after 1998 and prior to 2010
All earnings*	3.5% of all earnings

* Up to the Maximum Earnings Credit allowed (see page 2).

Table 5

Earnings Credit	Annual Benefit for Current Service Credit Earned in 2010 and later
All earnings*	2.0% of all earnings

* Up to the Maximum Earnings Credit allowed (see page 2).

The formulas for calculating the amount of pension under the Plan are complicated. The Plan Office will be happy to provide you with estimates of the amount of your pension.

Delayed Retirement After 65

If your Annuity Starting Date is delayed beyond the date on which you have reached age 65 and met the eligibility requirements for a pension, your benefit may be increased to reflect this delay. The adjustment is based on actuarial tables. The Plan Office can tell you how much this adjustment will be.

Mandatory Pension Distribution Dates

The Internal Revenue Service requires the Plan to start to distribute pension benefits to certain Participants who have attained age 70-1/2. These mandatory distribution rules are similar to the distribution rules for IRAs. The date benefits must commence under the IRS rules is called the Required Beginning Date. Your actual Required Beginning Date depends on the year in which you reach age 70-1/2 and whether or not you continue working in covered employment after that time.

If you attain age 70-1/2 in 1996 or later, your Required Beginning Date is April 1st following the later of the calendar year in which you reach age 70-1/2 or the calendar year in which you retire. For purposes of this rule only, you are considered to be retired if you are not actually working in the industry, even if you have sufficient residuals to earn a Pension Credit. The Plan will notify you in writing when you reach your Required Beginning Date.

EARLY RETIREMENT PENSION

If you want to retire before age 65, you may be eligible for an Early Retirement Pension as early as age 55. Monthly payments for an Early Retirement Pension will be lower than for a Regular Pension. The amount of reduction depends on your age when you retire.

Eligibility

You are eligible for an Early Retirement Pension if you meet the following requirements:

1. You have attained age 55; and
2. You have at least 10 Pension Credits (excluding Pension Credits earned under the Alternative Eligibility Program).

Amount

If you retire on an Early Retirement Pension, you are younger than you would be if your pension had started at normal retirement age which means it is likely that your pension will be paid for a longer period of time. Therefore, the amount of Early Retirement Pension is reduced to compensate for the extended duration of your pension benefits. The reduced payments are designed to pay you approximately the same amount during your expected lifetime as would have been paid to you over your expected lifetime if you had retired at age 65. The amount of the Early Retirement Pension is calculated as follows:

1. Determine the amount of the Regular Pension (before rounding) which would be payable if you were age 65.
2. Reduce this amount by 1/4 of 1% for each month you are younger than age 65.
3. Round the reduced amount up to the next highest multiple of 50¢ if it is not already a multiple of 50¢.

Example: Let's say you would qualify for a Regular Pension of \$4,000 per month at age 65, but you decide to retire at age 62. Your benefit would be reduced by 1/4 of 1% for each month you are younger than 65 — in this case 36 months. The reduction is 36 months x 1/4 of 1%, or 9%. Your monthly benefit would be \$4,000 less 9% (\$360) or \$3,640 per month. If you retire at age 60, the reduction in your benefit would be 60 months x 1/4 of 1%, or 15%. Your monthly benefit would be \$4,000 less 15% (\$600) or \$3,400.

DISABILITY PENSIONS

There are two types of Disability Pensions:

- **A Disability Pension** which applies to all types of total disability; and
- **An Occupational Disability Pension** which applies to work-incurred total disabilities.

Eligibility for a Disability Pension

You are eligible for a Disability Pension if you meet all of the following conditions:

1. You are Totally Disabled as defined by the Plan (see page 60);
2. You are younger than age 65;
3. You have at least 10 Pension Credits (excluding Pension Credits earned under the Alternative Eligibility Program); and
4. You have at least one Pension Credit in the six calendar year period preceding the date you became disabled, or January 1, 1981 (whichever is later), including the calendar year in which you became disabled.

Eligibility for Occupational Disability Pension

You are eligible for an Occupational Disability Pension if you meet all of the following conditions:

1. You are Totally Disabled as defined by the Plan (see page 60);
2. You are younger than age 65;
3. You have at least 5 Pension Credits (excluding Pension Credit earned under the Alternative Eligibility Program);

4. You have at least one Pension Credit in the six calendar year period preceding the date you became disabled, or July 1, 1994 (whichever is later) including the calendar year in which you became disabled; and
5. Your disability occurred in the course of employment covered by the Plan. This includes a disability caused by an injury which occurred at an audition or rehearsal, during travel to or from location or during preparation for production or production.

Amount

Both types of Disability Pensions are calculated in the same way as the Regular Pension. There is no reduction for age.

Proof of Total Disability

You will need to provide proof that you meet the Plan's definition of Total Disability. This proof includes both of the following:

1. The official determination by the U.S. Social Security Administration that you are entitled to Social Security Disability Benefits or Supplemental Security Income Disability Benefits, **and**
2. A completed Disability Certification from your doctor, along with any necessary medical evidence, indicating that you meet the Plan's definition of Total Disability. This Disability Certification will be reviewed by the Plan's medical consultant who will, based on the evidence provided, determine if you meet the Plan's definition. You will be asked to provide copies of your medical records, including results of laboratory tests.

For an Occupational Disability Pension, you will also need to provide proof that your injury occurred during the course of employment covered by the Plan.

IMPORTANT: The Pension Plan's definition of Total Disability is more restrictive than Social Security's definition. This means that you may not be entitled to a Disability Pension from the Plan even if you are receiving Social Security Disability benefits.

Disability Pension Annuity Starting Date

If you are eligible for a Disability Pension, the Annuity Starting Date of your Disability Pension will be the first of the month following the date of total disability as determined by the Social Security Administration.

It is best to file your application for Disability or Occupational Disability Pension with the Plan Office at the same time you apply for Social Security Disability benefits. Submit your notice of entitlement promptly when it is received to make sure pension payments can start as soon as possible.

Duration of Disability Pension

Payment of a Disability Pension will continue for as long as you remain Totally Disabled, as defined by the Plan. If you are receiving a Disability Pension and subsequently lose entitlement to Social Security Disability benefits or you recover sufficiently to be able to return to work, you must report this to the Plan Office within 30 days after the date of the notice of discontinuance of Social Security Disability benefits or the date of recovery.

Each year, the Plan Office will contact each Disability Pensioner to request proof that they are still receiving Social Security Disability benefits and continue to meet the Plan's definition of Total Disability. If the Disability Pensioner has had sessional employment during the year, the Plan Office will also request information regarding that employment.

If you return to work in employment covered by the Plan after you recover, you can, of course, earn additional Pension Credit that will be added to the credits

you had earned before you became disabled. When you subsequently retire, there will be no reduction in your benefits because of the fact that you received a Disability Pension.

Changing from an Early Retirement Pension to a Disability Pension

Because you may experience a delay between the onset of your total disability and the date you are awarded your Social Security Disability benefit, you may want to apply for an Early Retirement Pension while you are waiting for Social Security benefits.

At such time as you are granted a Social Security Disability benefit you may be entitled to change your Early Retirement Pension to a Disability Pension. The change can only be made if you meet all of the requirements for a Disability or Occupational Disability Pension, including satisfaction of the Plan's definition of Total Disability and the date Social Security deems you totally disabled is on or before your Early Retirement Pension Annuity Starting Date. Your request for this change must be made in writing to the Plan Office and you must provide a copy of your Social Security Disability benefit notice as well as other proof that you meet the Plan's definition of Total Disability. If you meet all of the requirements the Annuity Starting Date of your Disability Pension will be the first of the month following the date of total disability as determined by the Social Security Administration.

The monthly amount of the Disability Pension will be determined in the same manner as a Regular Pension - that is, there is no reduction for age. If retroactive payments are due as a result of changing from Early Retirement to Disability Pension, the retroactive amount is paid in a lump sum.

If you elect to change from an Early Retirement Pension to a Disability Pension, you may also elect to change the form of pension payment you receive. However, if you are married, you must have your spouse's consent to change your form of pension payment.

TERMINAL ILLNESS BENEFIT

Because Social Security can take up to a year to make a disability determination, it is possible for terminally ill participants to be left without any pension income during their final months of life. For this reason, the Plan has a Terminal Illness Benefit. This benefit provides a lump sum payment equal to one-half of the Pre-Retirement Death Benefit that would be payable upon your death.

Eligibility

You are eligible for a Terminal Illness Benefit if you meet all of the following conditions:

1. You are younger than age 65;
2. You have at least 10 Pension Credits (excluding Pension Credit earned under the Alternative Eligibility Program);
3. You are Totally Disabled and Terminally Ill, as defined by the Plan.

Definitions of Total Disability and Terminally Ill

You will be deemed **Totally Disabled** under the **Terminal Illness Benefit** if you meet the definition on page 60 except that receipt of Social Security Disability benefits is not required. You will be considered **Terminally Ill** if a licensed physician certifies, in writing, that you have a life expectancy of less than one year.

Important Rules for the Terminal Illness Benefit:

- If you elect to receive a Terminal Illness Benefit, you will not be entitled to receive a Disability Pension.
- If you are married, your Spouse must consent to the election of the Terminal Illness Benefit.

Amount

The amount of the Terminal Illness Benefit is equal to one-half of the Pre-Retirement Death Benefit that would otherwise be payable to your spouse or beneficiary upon your death — that is, four times the amount of the annual Current Service Benefit. The Pre-Retirement Death Benefit is described on page 23. This amount is payable in a lump sum.

Upon your death, the amount of the Terminal Illness Benefit is subtracted from the death benefit otherwise payable. If you should survive to retire on a Regular or Early Retirement Pension, the amount of the monthly pension will be reduced to account for amounts you have received as part of your Terminal Illness Benefit.

VESTED PENSION

Eligibility

You are eligible for a Vested Pension if you satisfy one of the following requirements:

1. You have attained Normal Retirement Age and are active at the time you reach Normal Retirement Age or become active after that date. You are considered active for purposes of a Normal Retirement Age Vested Pension in a calendar year in which you earn a Current Service Pension Credit , or
2. You are age 65 and have satisfied the requirements for Limited Five-Year Vesting. A Vested Pension under this provision is only available on or after January 1, 1999.

Amount

The amount of Vested Pension is calculated in the same manner as the Regular Pension based on your Pension Credit, except that the \$220 minimum monthly pension does not apply. However, if you continue to work and subsequently accumulate a total of 10 Pension Credits you will then be eligible to convert from a Vested Pension to a Regular Pension as of the first month following the month in which your tenth Pension Credit is earned. At that time, the minimum will apply.

SERVICE PENSION

Eligibility

You are eligible for a Service Pension if you meet all of the following requirements:

1. You have attained age 55;
2. You have at least 10 Pension Credits;
3. You have earned at least 5 Pension Credits as a Plan Office Participant or as a Guild Office Participant;
4. The sum of your age and Pension Credits is equal to at least 75;
5. You were not awarded an Early Retirement Pension prior to April 1, 1991; and
6. You were not awarded an Early Retirement Pension under the Screen Actors Guild Retirement Plan prior to January 1, 2004.

Amount

The monthly amount of a Service Pension is calculated in the same manner as a Regular Pension. There is no reduction for age.

PRO RATA PENSION

Pro Rata Pensions are provided for Actors who would otherwise be ineligible for a pension because their employment was divided between work creditable under this Plan and work creditable under the Motion Picture Industry Pension Plan. Under a Pro Rata Pen-

sion, credit you earned under Motion Picture Pension Plan is combined with the credit you earned under this Plan for purposes of determining your eligibility for benefits. However, the amount of benefits paid by this Plan will be based only on Pension Credit earned under this Plan. Credit earned under the Motion Picture Industry Plan can also be used to determine eligibility for the Death Before Retirement Benefit (see pages 22 through 24). Credit under the Motion Picture Industry Plan can only be considered for a Pro Rata Pension if it has not been canceled due to a break in service under that Plan.

Eligibility

You are eligible for a Pro Rata Pension if you meet all of these requirements:

1. You would be eligible for a Regular, Disability or Early Retirement Pension if your years of credit under the Motion Picture Industry Pension Plan were treated as Pension Credit under this Plan;
2. You have earned at least five years of Pension Credit under this Plan and five years of Pension Credit under the Motion Picture Industry Pension Plan; and
3. You have earned at least one year of Current Service Credit under this Plan after January 1, 1992.

Amount

The monthly amount of the Pro Rata Pension is calculated in the same manner as a Regular, Disability or Early Retirement Pension (whichever is applicable) but is based only on the Pension Credit earned under this Plan. No benefit is paid from this Plan for your credits under the Motion Picture Industry Pension Plan.

Forms Of Pension Payment

The Plan provides several forms of pension benefit payment. When you apply for a pension, you will be advised of the amount of payment under each form of pension available to you. You will then be required to select the form of payment you desire.

IMPORTANT: Once you have started to receive pension benefits, you cannot change from one form of pension payment to another, even if additional earnings are received on your behalf, your marital or domestic partnership status changes, or if your Spouse, Same-Sex Domestic Partner or contingent annuitant dies before you. There are limited exceptions to this rule for a Disability Pensioner who recovers from his disability and returns to work or for an Early Retirement Pensioner who converts his Early Retirement Pension to a Disability Pension.

AUTOMATIC LUMP SUM PAYMENT

Regardless of the type of pension you qualify for, if the actuarial value of your lifetime pension is \$1,000 or less, your pension will automatically be paid in one lump sum instead of monthly payments. If the actuarial value of your lifetime pension is between \$1,000 and \$5,000, you may elect to receive a lump sum payment instead of monthly payments. You will be advised when you apply for pension if you are subject to these lump sum payment provisions.

FIVE-YEAR CERTAIN

This is the normal form of benefit payment under the Plan for unmarried participants and Participants who have a Same-Sex Domestic Partner. This form of payment provides a monthly pension to you for your lifetime with the guarantee that if you die before receiving 60 monthly pension payments, the remainder of the 60 monthly payments will be paid

to your designated beneficiary. There is no reduction made to the pension amount for electing this form of payment.

If you are married, the Five-Year Certain form of payment is available only if you and your Spouse have rejected the 50% Joint and Survivor Pension.

50% JOINT AND SURVIVOR PENSION

Note: Prior to July 1, 2011, this form of payment was called the Husband and Wife Pension and was only available to certain married Participants. If you retired prior to July 1, 2011 and elected the Husband and Wife Pension, the rules in effect for that form of payment apply.

This is the normal form of benefit payment under the Plan for married Participants and is available as an option to Participants who have a Same-Sex Domestic Partner. This form of payment provides a monthly pension to you for your lifetime and, after your death, a lifetime pension for your surviving Spouse or Same-Sex Domestic Partner. Your surviving Spouse or Same-Sex Domestic Partner will receive monthly benefits equal to 50% of the amount you were receiving when you died. For example, if you were receiving a monthly 50% Joint and Survivor Pension of \$700 per month and died leaving a Spouse, she would receive a monthly benefit of \$350 per month for the rest of her life.

The 50% Joint and Survivor Pension extends protection over two lifetimes. Benefit levels are adjusted accordingly. During your lifetime, you will receive monthly benefits at a lower level than you would receive with the Five-Year Certain form. If your spouse or partner is much younger than you, benefits will be reduced more than if you were close to the same age or if your spouse or partner is older than you. The reason is that, statistically speaking, the younger

spouse or partner is likely to receive benefits over a longer period of time. The monthly amount of pension payable to you and your spouse or partner under the 50% Joint and Survivor Pension is based on the life expectancy of you and your spouse or partner. To obtain an estimate of the amounts, please contact the Plan Office.

If you are married, your pension will be paid on the basis of the 50% Joint and Survivor Pension unless you and your Spouse complete and sign a notarized statement rejecting the 50% Joint and Survivor Pension and electing another form of payment. Any rejection of the 50% Joint and Survivor Pension that is made more than 180 days before the Annuity Starting Date of your pension is not valid and a new rejection form must be completed.

Special Rules for the 50% Joint and Survivor Pension

1. The 50% Joint and Survivor Pension only applies to your Spouse or Same-Sex Domestic Partner at the time your pension payments start.
2. Once payments have begun on a 50% Joint and Survivor Pension, they will continue at the same level even if your spouse or partner should die before you or the marriage or partnership should be dissolved. Please refer to the Pop-Up-Option on page 19.
3. Payments to the surviving spouse or partner continue for life and are not affected by remarriage.
4. If your spouse or partner dies before you but after pension payments have begun, all pension payments will stop with your death.

75% AND 100% JOINT AND SURVIVOR OPTIONS

There are two other Joint and Survivor Options available under the Plan: These Joint and Survivor Options provide a reduced monthly pension to you for your lifetime, with 75% or 100% of the amount of your monthly pension (whichever you elect when you retire) continuing after your death for the lifetime of a contingent annuitant named by you. Your contingent annuitant may be anyone you choose, subject to the limits on age differences explained below. The 75% Joint and Survivor Option is only available if you retire on and after January 1, 2008.

If you are married, these options are available only if you and your Spouse have rejected the 50% Joint and Survivor Pension.

Because the Joint and Survivor Options provide benefits over two lifetimes, the benefit amount is reduced from the amount you would receive under the Five-Year Certain form. The monthly amount of pension payable to you and your contingent annuitant is based on the Joint and Survivor Option you elect and the life expectancy of you and your contingent annuitant. To obtain an estimate of the amounts payable under these Options, please contact the Plan Office.

Special Rules for the Joint and Survivor Options

1. Election of a Joint and Survivor Option must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Office prior to the date the first pension payment is made.
2. The 75% Joint and Survivor Option will be reduced below the full amount if the contingent annuitant is not the Participant's Spouse or Same-Sex Domestic Partner and is more than 19 years younger than the Participant. The 100% Joint and Survivor Option will be reduced below the full amount if the contingent annuitant is not the Participant's

Spouse or Same-Sex Domestic Partner and is more than 10 years younger than the Participant.

3. A Joint and Survivor Option will take effect only if you and your contingent annuitant are both alive on the date when it is otherwise to take effect.
4. Once payments have begun on a Joint and Survivor Option, the reduced payments will continue at the same level. This is true even if your contingent annuitant should die before you or, if your contingent annuitant is your Spouse and you subsequently divorce, or if your co-annuitant is your Same-Sex Domestic Partner, and your partnership is dissolved. Please refer to the Pop-Up Option on this page.
5. Once elected, the Joint and Survivor Option may only be revoked in writing on a form prescribed by the Plan Trustees and filed with the Plan office **prior** to the date the first pension payment is made.

Exception: The Option will be automatically revoked if the contingent annuitant dies (or if the contingent annuitant is your Spouse, you are divorced or if the contingent annuitant is your Same-Sex Domestic Partner, your partnership is terminated) **before** a pension in the optional form becomes payable. In such event, you may continue the Option if within 90 days of such an event you make a choice of another contingent annuitant and communicate it to the Plan Office in writing.

6. **You may not change your contingent annuitant once payments have commenced.** This is because the amount of payment is based on your age and the age of the contingent annuitant you select at retirement.
7. The Joint and Survivor Option is not payable if it would result in a monthly benefit of less than \$30 to the Participant or the beneficiary.

POP-UP OPTION

You may elect the 50%, 75% or 100% Joint and Survivor Options with a "Pop-Up Option".

The Pop-Up Option reduces the monthly amount that would otherwise be payable under the 50% Joint and Survivor Pension or the 75% or 100% Joint and Survivor Options. However, it guarantees that if your spouse, partner or contingent annuitant dies before you, your monthly benefit will be increased (or popped up) to the amount that would have been payable to you had your benefit been paid as a Five-Year Certain at retirement. By contrast, without the Pop-Up Option, your monthly payments are not increased if your spouse, partner or contingent annuitant dies first.

If you are married, your Spouse must consent to the Pop-Up Option.

Because the Pop-Up Option provides an additional guarantee, the monthly pension amount is reduced more than it would be under either the 50% Joint and Survivor Pension or Joint and Survivor Options without the Pop-Up Option. To obtain an estimate of the monthly amounts, please contact the Plan Office.

If you elect a Pop-Up Option and your spouse, partner or contingent annuitant dies, you should send a certified copy of the death certificate to the Plan Office as soon as possible. The increased (popped-up) monthly benefit amount will become effective on the first of the month following the date of death. The increased monthly benefit will be payable for your lifetime and all payments will stop upon your death. However, if you die before receiving a total of 60 monthly payments (including all payments before and after the pop-up), the remainder of the 60 monthly payments will be paid to your designated beneficiary.

TEN-YEAR CERTAIN OPTION

If you are eligible for any type of pension other than a Disability or Occupational Disability Pension, you may elect to receive a Ten-Year Certain Option. This Option provides a reduced monthly pension to you for your lifetime with the guarantee that if you die before receiving 120 pension payments, the remainder of the 120 monthly payments will be paid to your designated beneficiary. Payments to your beneficiary will continue until a total of 120 payments have been made to you and your beneficiary combined.

If you are married, this option is available only if you and your Spouse have rejected the 50% Joint and Survivor Pension.

The amount of the reduction for the Ten-Year Certain Option is determined based on your age on the Annuity Starting Date of your pension, according to the table to the right.

Example: You are age 57 and eligible for an Early Retirement Pension in the amount of \$600 per month. If you elect the Ten-Year Certain Option, your benefit will be reduced to \$586.80 ($\$600 \times 97.80\%$).

Special Rules for the Ten-Year Certain Option

1. Election of the Ten Year-Certain Option must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Office **prior** to the date the first pension payment is made.
2. Revocation of the Ten-Year-Certain Option must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Office **prior** to the effective date of the pension.
3. The Ten Year-Certain Option is not available if it would result in a monthly pension of less than \$30 to you or your beneficiary, nor is it available if your life expectancy or the joint life expectancy of you and your beneficiary is less than 10 years.

Age of Participant on Effective Date	Factor (%)
55	98.20
56	98.01
57	97.80
58	97.56
59	97.29
60	96.98
61	96.64
62	96.25
63	95.81
64	95.33
65	94.79
66	94.20
67	93.55
68	92.86
69	92.12
70	91.32
71	90.46
72	89.54
73	88.55
74	87.50
75	86.37
76	85.19
77	83.96
78	82.69
79	81.41
80	80.10
81	78.80
82	77.49
83	76.21
84	74.95
85	73.72
86	72.54
87	71.39
88	70.29
89	69.23
90	68.20

PARTIAL LUMP SUM OPTION

The Partial Lump Sum Option allows you to receive part of your pension in a lump sum. If you elect this option you will receive, at retirement, a lump sum payment equal to twelve times the monthly payment you would have received under the Five-Year Certain form of payment. Starting with the month after the lump sum payment is made, the rest of your pension will be paid in monthly payments for the rest of your life based on the form of payment you elect.

You may elect to receive the monthly payments under any form of payment provided by the Plan but the amount of the monthly payments will be reduced to take into account the lump sum payment. The amount of reduction is based on actuarial factors in effect at the time the pension first becomes payable.

For example, if you retire at age 65 with a monthly benefit of \$1,200 under the Five Year Certain form of payment, you would receive \$14,400 in a lump sum (12 x \$1,200) and monthly payments of \$1,083.50 thereafter for the rest of your life. If you elect the 50% Joint and Survivor Pension or any optional form of payment, the monthly payments would be further reduced in accordance with the rules for the form of payment selected.

If you have additional earnings credit after the lump sum is paid, your monthly payments will be increased to reflect the additional benefits but no additional lump sum payment will be made.

If you are married, your Spouse must consent to the election of the Partial Lump Sum Option.

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Death Before Retirement Benefits

The following benefits may be payable if you die before retirement benefits have commenced.

PRE-RETIREMENT 50% JOINT AND SURVIVOR PENSION

Note: *Prior to July 1, 2011, this benefit was called the Pre-Retirement Husband and Wife Pension and was only available to certain married Participants. If the Participant's death occurred prior to July 1, 2011, the provisions of the previous Pre-Retirement Husband and Wife Pension apply.*

If you are married and die before retirement but after meeting the **service requirements** for pension (including a Pro Rata Pension), your Spouse will automatically be entitled to the Pre-Retirement 50% Joint and Survivor Pension. If you have a Same-Sex Domestic Partner, the Pre-Retirement 50% Joint and Survivor Pension is not automatic, but may be elected by your Same-Sex Domestic Partner if they have been named as your primary beneficiary on your Beneficiary Designation Form. This benefit is available even if you do not meet the age requirement for a pension at the time of death.

Your Spouse will receive these benefits regardless of who is named as your designated beneficiary on your Beneficiary Designation Form. Your Same-Sex Domestic Partner may elect this benefit only if they are named as the primary beneficiary on your Beneficiary Designation Form. Please refer to page 24 for details on designating a beneficiary.

Under the Pre-Retirement 50% Joint and Survivor Pension, your surviving Spouse will receive monthly benefits for life equal to 50% of the benefits you would have received under the 50% Joint and Survivor Pension determined as if you had terminated employment on your date of death and survived until your earliest retirement date.

For example, if you are 55 or older and have at least 10 Pension Credits on the date of death, benefits to your Spouse will commence the first of the month following your death. However, if you die prior to 55 and have at least 10 Pension Credits, benefits to your Spouse will commence the first of the month following the month in which you would have reached age 55 had you lived.

Benefits under the Pre-Retirement 50% Joint and Survivor Pension to a Same-Sex Domestic Partner will be paid monthly for life beginning on the first day of the month following the date of death. Benefits will be equal to 50% of the benefits you would have received under the 50% Joint and Survivor Pension as if you had terminated employment on your date of death, and reduced actuarially for early commencement.

If you are age 65 or older on the date of death, benefits to your spouse or partner will commence the first of the month following your death.

Your Spouse may elect to defer the commencement of payments, but only until the date you would have reached age 70-1/2 had you lived. This election to defer commencement of payments is not available to Same-Sex Domestic Partners.

IMPORTANT: Your surviving Spouse or Same-Sex Domestic Partner may, within 90 days of receiving written notice from the Plan Office, elect to receive the **Pre-Retirement Death Benefit (see page 23)** or the **Pre-Retirement 100% Joint and Survivor Pension (see page 23)**, instead of the Pre-Retirement 50% Joint and Survivor Pension. In no event will your Spouse or Same-Sex Domestic Partner receive less than the actuarial value of the Pre-Retirement 50% Joint and Survivor Pension and the amount of Pre-Retirement Death Benefit shall be adjusted, if necessary, to equal the actuarial value of the Pre-Retirement 50% Joint and Survivor Pension.

The Pre-Retirement 50% Joint and Survivor Pension is only payable if you and your Spouse have been married throughout the one-year period prior to your death or, if you have a Same-Sex Domestic Partner, the partnership has been in effect throughout the one-year period prior to your death.

PRE-RETIREMENT 100% JOINT AND SURVIVOR PENSION

The following Pre-Retirement 100% Joint and Survivor Pension is not payable if payments are payable to your Spouse under the Pre-Retirement 50% Joint and Survivor Pension, unless your surviving Spouse has elected, within 90 days of receiving written notice from the Plan, to receive the Pre-Retirement 100% Joint and Survivor Pension instead of the Pre-Retirement 50% Joint and Survivor Pension. The 100% Joint and Survivor Pension may be elected by your Same-Sex Domestic Partner within the same 90-day period provided they were named as the primary beneficiary on your Beneficiary Designation Form.

If you die before retirement but after meeting the **age and service requirements** for pension, your surviving Spouse or Same-Sex Domestic Partner may elect to receive the Pre-Retirement 100% Joint and Survivor Pension. The monthly amount payable to the surviving spouse or partner is equal to the monthly benefit that would have been payable to you under the 100% Joint and Survivor Option as described on pages 18 through 19 had you retired on the day before your death. If this benefit is elected, no benefits are payable under the Pre-Retirement 50% Joint and Survivor Pension or the Pre-Retirement Death Benefits.

Benefits to your spouse or partner will commence with the month following the month in which you died.

PRE-RETIREMENT DEATH BENEFITS

The following Pre-Retirement Death Benefits are automatically payable to your beneficiary if you are not legally married or do not have a Same Sex Domestic Partner listed on your beneficiary form. They are not payable if payments are payable to your Spouse under the Pre-Retirement 50% Joint and Survivor Pension, unless your Spouse has elected, within 90 days of receiving written notice from the Plan, to receive the Pre-Retirement Death Benefit instead of the Pre-Retirement 50% Joint and Survivor Pension. The following benefits are available as an option to your Same-Sex Domestic Partner provided they have been named as the primary beneficiary on your Beneficiary Designation Form.

1. **Death Before Age 65.** If you are younger than age 65 and have at least 5 Pension Credits without a Permanent Break in Service (or at least 8 Pension Credits including Pension Credits prior to a Permanent Break in Service), a Lump Sum Death Benefit is payable to your beneficiary. The amount of Death Benefit is equal to four times the annual Current Service Benefit earned at the time of death, but not less than \$1,500. The beneficiary may, within 90 days after receiving written notice from the Plan, elect to receive this benefit in 60 equal monthly installments instead of a lump sum. The amount of the monthly payment is determined by dividing the lump sum payment by 60.
2. **Death After Age 65.** If you are age 65 or older and have at least 10 Pension Credits, a Death Benefit of 60 monthly payments is payable to your beneficiary. The monthly amount of each payment is equal to the monthly amount of Regular Pension you would have been entitled to receive if you had retired on your date of death. The beneficiary may, within 90 days after receiving written notice from the Plan, elect to receive these benefits in a single lump sum payment instead of 60 monthly installments. The lump

sum payment is determined by multiplying the monthly payment by 60.

If you are age 65 or older and have at least 5 Pension Credits without a Permanent Break in Service (or at least 8 Pension Credits, including Pension Credits prior to a Permanent Break in Service), the Lump Sum Death Benefit described under 1. above is payable to your beneficiary. The beneficiary may, within 90 days after receiving notice from the Plan, elect to receive this benefit in 60 equal monthly installments instead of a lump sum. The amount of the monthly payment is determined by dividing the lump sum payment by 60.

DESIGNATING A BENEFICIARY

You may designate a beneficiary to receive any payments due upon your death that are not automatically payable to your surviving Spouse by completing a Beneficiary Designation Form. You will be asked to list at least one primary and one secondary beneficiary. However, you may list more if you wish. You may change your beneficiary at any time prior to your retirement by completing a new Beneficiary Designation Form and filing it with the Plan Office.

If you want your Same-Sex Domestic Partner to receive benefits payable from the Plan if you die before retirement, you must name them as your sole primary beneficiary.

If you do not designate a beneficiary, death benefits will be paid to the first surviving of the following: (1) your surviving Spouse, (2) your surviving children, (3) your surviving brothers and sisters, (4) your surviving parents, (5) any other person who is the object of your natural bounty as determined by the Board of Trustees.

Special Note: The beneficiary you list on the Beneficiary Designation Form will not be entitled to receive the benefits payable from the Pension Plan upon your death if:

1. Your Spouse is entitled to the automatic Pre-Retirement 50% Joint and Survivor Pension; or
2. You die after beginning to receive pension benefits. When you apply for a pension, you will be required to complete a separate beneficiary designation form that applies to post-retirement death benefits.

Please contact the Plan Office if you have any questions about designating a beneficiary.

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Suspension Of Pension Payments For Certain Employment After Retirement

In order to receive a monthly pension from this Plan, you must retire and you cannot perform work which is prohibited by the Plan rules.

If you are age 65 or older, you may be employed in any capacity after retirement and still be entitled to receive your pension. If you are younger than age 65, your pension will be suspended for the following type and duration of employment:

RETIREMENT PRIOR TO JANUARY 1, 1999

If you retired prior to January 1, 1999, your pension will be suspended for any month prior in which you are younger than age 65 and have sessional earnings that exceed the minimum earnings required to earn a year of Pension Credit (\$20,000 in 2012). Once you stop working in prohibited employment, your pension will start in the same amount you were receiving prior to the suspension. When you reach age 65, you will be entitled to an increased pension based on the earnings (sessions and residuals) credited during the months in which you pension was suspended, subject to the Plan’s minimum and maximum pension amounts. The additional benefit amount will not be subject to reduction for age.

RETIREMENT AFTER JANUARY 1, 1999

If you retire on or after January 1, 1999, your pension will be suspended for any month in which you are younger than age 65 and have sessional earnings that equal or exceed an amount equal to 7 days multiplied by the minimum day player rate under the TV and Theatrical Agreement, rounded up to the next \$100. The minimum day player rate in effect on January 1, 2012 is \$825.00. Therefore, your benefit will be suspended if you have sessional earnings of \$5,800.00 (7 days x \$825 = \$5,775.00, rounded up to the next \$100) or more in a calendar month. The minimum day

player rates under the most recent TV and Theatrical Agreements are as follows:

Period	TV & Theatrical Minimum Day Player Rate	Sessional Earnings Limit for Suspension
July 1, 2011 – June 30, 2012	825.00	5,800
July 1, 2012 – June 30, 2013	842.00	5,900
July 1, 2013 – June 30, 2014	859.00	6,100

Once you stop working in prohibited employment, you will start to receive your pension again in the same amount you were receiving prior to the suspension. At the end of the calendar year, your total earnings (sessions and residuals) will be reviewed. If your total earnings for the calendar year equal or exceed the minimum earnings required to earn a Pension Credit (\$20,000 for 2012) your pension will be recalculated when you reach age 65 based on all of the earnings reported in that calendar year, subject to the Plan’s minimum and maximum pension amounts. Because the additional benefit is paid at age 65, it will not be reduced for age. If your total earnings for the calendar year are less than the minimum earnings required to earn a Pension Credit, the amount of pension that was suspended during that year will be refunded to you.

For example: If you work and earn \$6,000 in sessional earnings in April 2012 your pension will be suspended for April. If you have no other earnings during 2012, the amount of pension that was suspended will be refunded to you but no additional accrual will be provided. However, if you work and earn \$6,000 in April and have total earnings during 2012 of \$20,000, your suspended benefits will not be immediately refunded but you will receive additional benefit accrual for the \$20,000, pay-

able at age 65 without reduction for age, subject to the Plan's minimum and maximum pension amounts.

You must notify the Plan Office, in writing, within 15 days of engaging in prohibited employment. If your benefits are suspended you have the right to appeal that determination by filing a written request for appeal with the Trustees within 60 days of the notice of suspension.

If your pension is suspended, you must advise the Plan Office when you stopped or will stop working in prohibited employment and the first month for which you would like your benefits to begin again. At that time,

the Plan Office will examine the circumstances of the employment and advise how the recovery of any improperly made payments will be scheduled. The Trustees will offset the amount of any pension payments made which should have been suspended against future monthly pension payments. The amount of offset will be the maximum allowed by the law.

The text of the Plan rules concerning suspension of benefits can be found on page 88 of this booklet. The applicable Department of Labor regulations governing suspension of benefits under pension plans may be found in Section 2530.203-3 of Title 29 of the Code of Federal Regulations.

For more information on the Pension Plan, please visit:

www.sagph.org

Screen Actors Guild – Producers Pension Plan

Post-Retirement Benefit Accruals

ADDITIONAL EARNINGS BEFORE AGE 65

If you are younger than age 65 and your benefits are suspended, you may be entitled to an increased pension at age 65 based on the Earnings Credit received during the periods of suspension. Please refer to page 25 for the specific rules.

Your maximum pension amount will be based only on the Pension Credits used in the calculation of your benefit. If you earned a Pension Credit but your pension was not suspended, that Credit will not be included in the calculation of your increased benefit nor will it be used to determine your maximum benefit tier.

If you do not have a Spouse or Same-Sex Domestic Partner when you reach age 65, the additional benefit will automatically be paid in the Five-Year Certain form unless you elect to receive the benefit in the same form you were receiving when you first retired. If you have a Spouse or Same-Sex Domestic Partner when you reach age 65 and elected the 50% Joint and Survivor Pension (formerly the Husband and Wife Pension) when you first retired, the additional benefits will be paid in that form unless you reject it and elect payment in the Five-Year Certain form. If you have a Spouse when you reach age 65 and elected a form of payment other than the 50% Joint and Survivor Pension (formerly the Husband and Wife Pension) when you first retired, the additional benefit will be paid as the 50% Joint and Survivor Pension unless you reject it and elect your previous form of payment. Any rejection of the 50% Joint and Survivor Pension requires the written consent of your Spouse.

ADDITIONAL EARNINGS AFTER AGE 65

If you are age 65 or older, you will be entitled to an increased pension (subject to the maximum pension amount) for additional Earnings Credit on and after your 65th birthday (including residuals) received after retirement for any calendar year after 1991 in which you have sufficient earnings (including residuals) to earn a Pension Credit as outlined on page 4.

The increased pension is calculated annually and is effective January 1st. However, in order to make sure that the Plan Office has received all of your earnings from a calendar year before your pension is adjusted, the actual adjustment will be done in April or May of each year. Any increase will be retroactive to January 1st. Any additional benefit will be paid in the same form of payment you were previously receiving.

How To Apply For Benefits

When you decide to retire, be sure to contact the Plan Office promptly and apply for benefits. You will be considered as having applied for a pension only when your completed application has been received by the Plan Office. **Payments cannot begin before the completed application and all other required forms and documents have been received.** The Plan has a general rule that it will not pay benefits for any months before you apply. **Unless you notify the Plan Office, we will assume that you are still working so that pension benefits are not yet payable to you.** If you retire but delay filing, you may lose benefits for the months of delay.

When you request an application from the Plan Office, you can also obtain information about your Pension Credits, benefits, options and any other information which will help you to make your decisions and complete the application. Application and other pension forms are also available on the Plan's Web site at www.sagph.org.

Along with your application, you must provide a copy of your birth certificate or other proof of your date of birth. If you are married, a copy of your recorded marriage certificate must be provided. If you have a Same-Sex Domestic Partner, you must provide the Affidavit of Domestic Partnership on a form provided by the Plan. If you are applying for the 50% Joint and Survivor Pension, your spouse's or partner's birth certificate must also be submitted. If you are applying for the 75% or 100% Joint and Survivor Option, your contingent annuitant's birth certificate must be submitted. The Trustees reserve the right to require any additional documentation to substantiate your pension application

IF YOU ARE APPLYING FOR A DISABILITY PENSION

For a Disability or Occupational Disability Pension you must also provide proof that you meet the Plan's definition of Total Disability. This includes a copy of your notice of entitlement to Social Security Disability benefits which you receive from the U.S. Social Security Administration and the Disability Certification Form completed by your doctor. Certification Forms are available from the Plan Office. You may also be asked to provide copies of additional documentation including your medical records and laboratory test results.

Additionally, you must provide a copy of your birth certificate or other proof of your date of birth. If you are applying for the 50% Joint and Survivor Pension, a recorded marriage certificate and your spouse's birth certificate must also be submitted. If you have a Same-Sex Domestic Partner, you must provide the Affidavit of Domestic Partnership on a form provided by the Plan.

APPLICATION FOR DEATH BENEFITS

If you die before retirement, your surviving spouse or beneficiary must file an application with the Plan Office for death benefits that may be due (see section on "Death Before Retirement Benefits," beginning on page 22).

To make it possible for payments to begin with minimum delay, the spouse, beneficiary or a representative should contact the Plan Office as soon as possible after your death.

The Plan Office will provide information to properly authorized personal representatives on your eligibility and possible benefits due as a result of your death.

Annuity Starting Dates (Effective Dates)

The date your pension commences is called the Annuity Starting Date or the Effective Date.

Pensions are usually effective on the first day of the month after the completed pension application has been received by the Plan Office. Commencement of payments may be delayed due to administrative processing. However, once payments commence, they will be retroactive to the first of the month following receipt of the application, subject to the retroactive annuity starting date rules outlined below.

Disability Pension payments are effective the first of the month following the date you became totally disabled as determined in the Social Security Disability Award. To assure that your pension benefits will be payable as early as possible, it is advisable

to file your pension application with the Plan Office at the same time that you apply for Social Security Disability benefits, and promptly send the notice of entitlement you receive from Social Security to the Plan Office.

The Plan Office is required to provide you with a written notice of all of the optional forms of payment available to you at least 30 days but not more than 180 days immediately preceding your Annuity Starting Date as determined above. In the event this notice is not timely provided, you will be given the option of electing to have your benefits commence retroactive to the original Annuity Starting Date with interest paid from that date to the date the first check is paid to you or to have your benefits commence prospectively with an actuarial increase to account for the missed payments.

Methods Of Receiving Pension Payments

You may elect to receive your monthly pension by having it directly deposited to a checking or savings account or by having it mailed to your address. The Trustees strongly urge pensioners to have their checks directly deposited into a bank account. This is more secure as the checks are not subject

to theft from your mail box. In addition, you can be assured that your pension payment will be in your account on the 1st of the month and avoid potential delays of the mail. Direct deposits cannot be made to any banking institution outside of the United States.

Annual Pensioner Verification

Once you have started to receive your pension, you will receive an annual verification form from the Plan Office. The purpose of this verification is to ensure that you are receiving your monthly pension. If you

do not complete the form and return it in a timely manner to the Plan Office, your pension payments **will be suspended** until the completed form is received.

How To Appeal A Decision Of The Trustees

If your application for pension or death benefits is turned down, or any part of it is denied, the Trustees must notify you within 90 days (45 days in the case of a Disability Pension application). The notice must explain the reasons for the denial and outline what you can do to request reconsideration by the Board and to justify the claim. There may be special circumstances which will make additional time necessary, in which case the Board may take up to an additional 90 days (30 days in the case of a Disability Pension application). However, the Board must notify you of the delay and the reasons for it.

If you disagree with the decision, a request for review (appeal) must be made within 60 days (180 days in the case of a Disability Pension application). The request must be in writing and state the reasons for disputing the decision. Send your request to the Plan

Office along with copies of whatever substantiating evidence you may have.

The Board of Trustees has delegated to the Benefits Committee, the authority to investigate and decide appeals. The Benefits Committee may hold a hearing if the appeal involves presentation of evidence or argument that the Board feels cannot be presented satisfactorily by correspondence. Appeals will usually be decided within 60 days, but it may take up to 120 days if circumstances, such as the scheduling of a meeting of the Benefits Committee, make additional time necessary. You will be notified of the appeal decision in writing.

The complete Claim and Appeals rules can be found on pages 15 and 16 of this booklet.

Qualified Domestic Relations Orders

The Plan is required to pay benefits in accordance with the provisions of a Qualified Domestic Relations Order (QDRO). A Domestic Relations Order (DRO) is a court order which is issued pursuant to a state domestic relations law and which relates to the provisions of marital property rights. In order to be considered a Qualified Domestic Relations Order, the order must contain certain specific provisions with respect to the benefits under the Plan. When

the Plan receives a proposed DRO, it follows specific procedures as required by applicable law in determining whether a domestic relations order is qualified. The Plan also has model QDROs that are available to participants and their attorneys, along with a copy of the Plan's procedures with respect to QDROs. This information is available free of charge. If you have any questions regarding QDROs, you should contact the Plan Office.

Overpayments

If for any reason payment of benefits to an individual under this Plan exceeds the amount of benefits that should have been paid, the Trustees are entitled to take any and all actions necessary

and appropriate to recover the overpayment. This may include withholding of future benefit payments or requiring the individual to repay the overpaid benefits.

Website Information and e-Communications

www.sagph.org

Website Information

Even if you do not register, you can receive important information about the Pension Plan on the website, including the current Plan document, the Summary Plan Description, benefit summary information, Take 2 Newsletters, forms, and links to retirement-related websites.

If you register for a password, you can also receive personal information regarding the earnings reported to the Plan on your behalf and you can estimate the benefits you may be entitled to receive at retirement.

e-Communications

You can sign up for e-Communications if you have a valid email address on file with the Plans. Simply go to the website and register for e-Communications. This will enable you to receive important Plan information, including the Summary Plan Description booklet, Take 2 Newsletters and Annual Summary of Earnings via e-mail. This reduces your paper files and also saves the Plan money. E-Communications is convenient and secure.

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Some Questions and Answers About The Plan

Who administers the Plan?

The Pension Plan is administered by the Board of Trustees which is made up equally of representatives of the Screen Actors Guild and of the Producers. The actions of the Trustees in governing the Pension Trust Fund are ruled by a Trust Agreement. This provides that all money paid into the Pension Trust Fund or earned by the Pension Trust Fund can be used only for the purpose of providing benefits for the Plan participants and their beneficiaries and for reasonable expenses in administering the Plan.

The full text of the Pension Plan Document is part of this book (beginning on page 43). The Trustees may amend or interpret the Plan from time to time. The Trustees will make every effort to assure that participants are informed of any material changes in the Plan.

Who is covered by the Plan?

The Plan covers individuals who work as actors or as other performers in theatrical motion pictures, television motion pictures, television commercials, industrial or educational motion pictures, public television, music videos and interactive media projects. This employment must be performed for producers who have signed collective bargaining agreements with SAG-AFTRA under which contributions are made in accordance with the Pension Plan Trust Agreement. The Plan also covers employees of the Screen Actors Guild – Producers Pension Plan, the Screen Actors Guild – Producers Industry Advancement and Cooperative Fund, the SAG-AFTRA, and the Screen Actors Guild Foundation.

How will I know the amount of Earnings credited to me each year?

You will be sent an annual statement after the close of the calendar year showing the total earnings reported to the Plan by all of the Producers by whom you were employed during the prior calendar year.

This report is generally mailed during April or May. For this reason, it is important that the Plan Office be kept advised of any changes in your permanent address.

You may also access your personal account on the website (www.sagph.org) at any time.

Can a Participant or Beneficiary appeal if benefits are denied?

Yes. Anyone whose application for benefits under the Plan has been denied (in whole or in part) will be provided a notice in writing, stating the reason for denial. Within 60 days (180 days in the case of a Disability Pension application) of the date you receive that notice, you may appeal the decision of the Trustees. The decision of the Trustees regarding the appeal will be sent to you no later than 60 days after the appeal was filed, unless special circumstances require an extension of time, in which case the decision of the Trustees will be sent to you no later than 120 days after the appeal was filed. The rules and procedures for filing an appeal are in Article VIII, Section 4 of the Pension Plan (page 82). Explanatory material is on page 38.

How is the Beneficiary designated? May the Beneficiary be changed?

Pre-Retirement Death

You may designate your beneficiary(ies) on the Beneficiary Designation Form. The beneficiary designated on the form most recently filed with the Plan Office will be entitled to any Pre-Retirement Death Benefits that may be payable upon your death with the following exception:

If you die before retirement at a time when you have met the requirements for a Vested Pension (you have 10 years of Pension Credit or have reached Normal Retirement Age) and have been married for at least 12 months to your surviving Spouse, your surviving Spouse will automatically receive payments under the Pre-Retirement 50% Joint and Survivor Pension.

Your Spouse will receive these benefits regardless of who is listed as your designated beneficiary on your Beneficiary Designation Form.

If you have a Same-Sex Domestic Partner and you have named them as your sole primary beneficiary on the Beneficiary Designation Form, your surviving Same-Sex Domestic Partner will be entitled to the benefits payable from the Plan if you die before retirement. However, your surviving Same-Sex Domestic Partner may elect to receive the 50% Joint and Survivor Pension only if the partnership has been in effect for at least 12 months on the date of death.

You may change your beneficiary any time prior to your retirement by completing a new Beneficiary Designation Form.

Post-Retirement Death

For Post-Retirement Death, a separate beneficiary designation form must be completed. This form will be provided to you when you file your Application for Pension. If you want to change your beneficiary after you retire, you should contact the Plan Office. **Designated Co-Annuitants and Spouses may not be changed.**

If you elect the 50% Joint and Survivor Pension when you retire, post-retirement death benefits are automatically paid to the Spouse to whom you were married when your pension commenced (or to your Same-Sex Domestic Partner as of the date your pension commenced), except as provided under the Pop-Up Option or in accordance with a Qualified Domestic Relations Order (QDRO).

If you elect the 75% or 100% Joint and Survivor Option, post-retirement death benefits are automatically paid to the contingent annuitant you named when your pension commenced, except as provided under the Pop-Up Option.

Please call the Plan Office if you have any questions about designating a beneficiary.

Do Social Security benefits affect the pensions provided under this Plan in any way?

No. The benefits under this Plan are in addition to benefits paid under Social Security.

Does my pension affect unemployment compensation benefits?

It is possible that your pension benefits from this Plan may affect your eligibility for or amount of unemployment compensation benefits. You should check with your local Employment Development Department office.

May pension benefits be assigned?

No, with limited exceptions. The Pension Plan must comply with a lien from the Internal Revenue Service. In addition, the Plan is required by applicable law to pay benefits in accordance with a Qualified Domestic Relations Order (QDRO). In the event you are in the process of a divorce, you should carefully consult with your attorney about the effect of the divorce on your or your spouse's benefits. Please have your attorney contact the Plan Office should he or she have any questions about the Plan or your benefits.

You may also elect to have your premium for Senior Performers Health Plan coverage automatically deducted from your monthly pension benefits.

Will federal income tax be withheld from pension payments?

The tax laws require that the Pension Plan withhold federal income tax from certain monthly benefits unless you elect, in writing, not to have the tax withheld. The amount and form of the benefit generally determines whether or not automatic withholding applies. However, if you live outside the United States, different withholding rules may apply.

If benefits are paid in a lump sum or in fixed installments over a period of less than 10 years, you may elect in writing to directly transfer your benefits into an Individual Retirement Account (IRA) or another qualified retirement plan. If your payments are not directly transferred, the Fund is required to withhold 20% of the payment for taxes, even if you subsequently elect to roll them over to an IRA. If the payment is being made to your spouse or beneficiary, different withholding and rollover rules may apply.

Some participants will not owe federal income tax on their pension benefits because their total taxable income determines whether they must pay federal income tax. At the time you retire, you will be given complete and detailed information about federal

income tax withholding on your retirement benefits. However, the Plan Office cannot provide tax advice and you are encouraged to consult with your tax advisor before making any withholding or rollover decisions.

Can I rollover my pension payments into an IRA?

If benefits are paid in a lump sum or in fixed installments over a period of less than 10 years, you may elect to directly transfer your benefits to an Individual Retirement Account (IRA) or other qualified retirement plan. Special rules apply to pensioners over age 70-1/2 and to certain death benefits. Please contact the Plan Office for details.

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Checklist: Things For You To Do

If you move

Keep the Plan Office informed of any change in your mailing address to ensure you receive our communications. Our address, phone numbers and Web site are on page 42. You may change your address by filing a new Performer Information Form.

The Pension Plan and SAG-AFTRA are two separate entities. You must notify both of these entities separately of any change of address.

If your marital or same-sex domestic partnership status changes

Inform the Plan Office. See the sections on the 50% Joint and Survivor Pension and other options affected by your marital and domestic partnership status. If you are getting a divorce, your former Spouse may be entitled to receive a portion of your pension payments. Under applicable law, the Trustees must comply with any order issued by the state divorce court that is a Qualified Domestic Relations Order (QDRO). If you or your attorney have any questions or would like assistance before the QDRO is finalized, please contact the Plan Office. The Plan Office does not give legal advice.

If you are thinking about retirement

Obtain the information you need and file your application as soon as possible ahead of your anticipated retirement date. You will need copies of certain documents such as your birth certificate and marriage certificate or Affidavit of Domestic Partnership. The Plan Office can tell you what you need.

Check your options

There may be special rules in connection with the various forms of pension payment provided by the Plan. If in doubt, contact the Plan Office.

Keep your records

The accuracy and completeness of the records of your work is an important factor in determining eligibility. You can protect yourself by checking the work records you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure you have been credited for that work. You can periodically request the Social Security Administration to provide you with a detailed wage statement which shows by year of employment the name of your employers and your earnings as noted in their records. This record is very useful for the Plan Office in verifying your Pension Credits.

Designate a beneficiary

For the protection of the person or persons you want to receive the Plan's Death Benefits, be sure that you have submitted in writing a Beneficiary Designation Form to the Plan Office and that you keep this form updated. If your beneficiary should die before you, or for any other reason you want to change your choice, you should promptly inform the Plan Office.

Save this booklet

Put it in a safe place. If you lose your copy you may ask the Plan Office for another. It is also available on the Plans' website: www.sagph.org. This Summary Plan Description is periodically updated by the summary of material modifications known as the Take 2 newsletter. Copies of the Summary Plan Description and Take 2 newsletters are also available on the Plan's website.

Additional questions? Ask the Plan Office or visit the Plan's Web site.

You should contact the Plan Office about any questions you have on the Plan and your rights and benefits under it. You can also check on your Pension Credit and get an estimate of your monthly pension. Remember, only information in writing, signed on behalf of the Board of Trustees may be considered binding on the Trustees, subject to the Plan document.

You may also obtain information regarding the Pension Plan as well as download Pension Plan forms on the Plan's Web site: www.sagph.org.

Information Required By The Employee Retirement Income Security Act Of 1974

Information required by the Act specified in Section 102(b).

1. The name, type of administration, and type of Plan:

Screen Actors Guild – Producers Pension Plan for Motion Picture Actors

Collectively Bargained, Joint – Trusteed Labor – Management Trust

Defined Benefit Plan

2. Internal Revenue Service Plan identification number and Plan Number:

The Employer Identification Number (EIN) issued to the Board of Trustees is: 95-6031814. The Plan Number is: 001.

3. Name and address of the persons designated as agents for service of legal process:

Mark Hess, Esq.
Fox Rothschild, LLP
1800 Century Park East, Suite 300
Los Angeles, CA 90067

Robert Bush, Esq.
Bush Gottlieb Singer Lopez Kohanski Adelstein & Dickinson
500 N. Central Avenue, Suite 800
Glendale, CA 91203

Legal process may also be served on a Plan Trustee.

4. Name and address of the administrator:

Board of Trustees
Screen Actors Guild – Producers Pension Plan
Business Arts Plaza

Mailing Address:	Street Address:
P.O. Box 7830	3601 West Olive Avenue
Burbank, CA 91510-7830	Burbank, CA 91505

5. Names and addresses of the trustees:

Union Trustees	Producer Trustees
Daryl Anderson	Jay Barnett
Amy Aquino	Ted Bird
Timothy Blake	Tracy Cahill
Jim Bracchitta	Eryn Doherty
John Carter Brown	Marla Johnson
Duncan Crabtree-Ireland	Robert W. Johnson
Leigh French	Sheldon Kasdan
Barry Gordon	Shelley Landgraf
Al Hubbs	An T. Le
Bob Kaliban	Carol Lombardini
Richard Masur	Stacy K. Marcus
John T. McGuire	Diane P. Mirowski
Joseph Ruskin	Paul Muratore
John H. Sucke	Alan H. Raphael
Kathryn Swink	John E. Rhone
Kim Sykes	Robert Todd
Ned Vaughn	David Weissman
David P. White	Samuel P. Wolfson

All Trustees may be contacted by writing to the Burbank Plan Office.

6. The Plan’s Requirements Respecting Eligibility For Participation and Benefits are shown on pages 2 to 30 and Articles I, II, III, IV, V, VI, and VII of the Pension Plan.

7. The Normal Retirement Age under the Plan is the later of age 65, or (1) for participants who have Current Service Earnings on or after January 1, 1988, the fifth anniversary of the date the Participant commenced participation in the Plan, and (2) for Participants who do not have Current Service Earnings on or after January 1, 1988, the tenth anniversary of the date the Participant commenced participation in the Plan. The definition is in Article I, Section 18 of the Plan.

8. The Provisions of the 50% Joint and Survivor Pension which provides a lifetime benefit for a surviving Spouse or Same-Sex Domestic Partner are set forth in Article IV of the Plan.

9. Description of Circumstances Which May Result In Disqualification, Ineligibility, Denial or Loss of Benefits:

- a) If a pensioner returns to employment prohibited by the Plan, he must inform the Board of Trustees, in writing, within 15 days of his return. Refer to Article VIII Section 9 of the Plan.
- b) A pensioner is not eligible to receive a pension benefit until the first day of the month following the date on which he files an application for a pension with the Plan. Refer to Article VIII, Section 1 of the Plan.
- c) Pension payments may be suspended or denied for failure to promptly comply with a request from the Administrator for information completely and in good faith, or for the willful making of a false statement material to a claim. Refer to Article VIII Section 2 of the Plan.
- d) If a pensioner receiving a Disability Pension loses entitlement to his Social Security Disability Benefit or is no longer Totally Disabled as defined by the Plan, he must inform the Board of Trustees, in writing, within 30 days of the date he receives notice from the Social Security Administration or no longer meets the Plan's definition. Refer to Article III, Section 12 of the Plan.

10. The Provisions Governing the Authority of the Trustees to Terminate or Amend the Plan:

The Pension Plan may be amended at any time by the Trustees, consistent with the provisions of the

Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant except as necessary to maintain compliance with the provisions of or to meet the requirements of Federal law.

The Trustees have the right to discontinue or terminate this Pension Plan in whole or in part. In the event of termination, the rights of all affected Participants to benefits then accrued, to the extent funded, shall be 100% vested.

11. Plan Termination Insurance:

Your pension benefits under this multi-employer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multi-employer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multi-employer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multi-employer 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 multi-employer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

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

For more information about the PBGC and the benefits it guarantees, ask your Plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

12. Source of financing of the Plan and identity of any organization through which benefits are provided:

All financing of the Plan is made by contributions to the Trust which are made by Producers in accordance with their collective bargaining agreements. The Plan Office will provide you, upon written request, information as to whether a particular Producer is contributing to this Plan on behalf of Actors performing services of the type covered under the collective bargaining agreement. Benefits are provided from the Fund's assets which are accumulated under the provisions of the collective bargaining agreements and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to covered Actors and defraying reasonable administrative expenses. Northern Trust Company has been des-

ignated as the Corporate Co-Trustee to the Plan. The investment managers as of July 1, 2013 are:

- Brandywine Asset Management, LLC**
- Bridgewater Associates, Inc.**
- Cambiar Investors, Inc.**
- Delaware Investments**
- Dimensional Fund Advisors, Inc.**
- First Pacific Advisors**
- GMO**
- International Value Advisors, LLC (IVA)**
- JP Morgan Asset Management**
- Lazard Asset Management**
- Metropolitan West Asset Management**
- Newton Capital Management, LLC**
- Oaktree Capital Management**
- PIMCO**
- Prudential Financial**
- Walter Scott & Partners Limited**
- Wedge Capital Management, LLP**
- Western Asset**

The list of investment managers may change from time to time.

13. Recordkeeping Period:

Calendar Year.

14. Remedies available under the Plan for the redress of claims which are denied in whole or part, including provisions required by Section 503 of the Employee Retirement Income Security Act of 1974:

If an individual wishes to appeal a denial of benefits in whole or in part, he should file a request for a review within 60 days (180 days for Disability Pensions) after receiving the denial. The appeal will be considered by the Board of Trustees or a committee appointed by the Board. Its decision will be communicated to the individual within 60 days after receipt of all pertinent evidence. Refer to Article VIII, Section 4 of the Plan.

15. Statement of ERISA Rights:

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

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Office, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Chief Executive Officer, copies of documents governing the operation of the Plan, including collective bargaining agreements and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan may make a reasonable charge for copies.

Receive the Annual Funding Notice which provides information regarding the financial health of the Plan, including descriptions of the Trustees' funding and investment policies and the allocation of the Plan's investments of the close of the prior Calendar. Effective January 1, 2009, this Annual Funding Notice replaces the requirement of providing you with a summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and, if so, what your benefit would be at normal retirement age if you stop working now. If you do not have a right to a pension the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required

to be given more than once every twelve (12) months. The plan must provide the statement free of charge. The plan will provide this information to the extent possible, based on available records.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. However, no legal action may be commenced or maintained against the Plan more than ninety (90) days after the Plan Trustees' written decision on appeal has been

provided. The Plan Trustees' written decision on appeal will be deemed to have been provided on the fifth business day following the postmark date, if mailed, or the date of delivery if personally delivered or delivered by facsimile. A copy of this Statement of ERISA Rights, which shall constitute written notice of this ninety (90) day limitations period, shall be provided to the applicant along with the written notification of the Plan Trustees' decision on appeal. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose,

the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

Assistance with Your Questions

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

**For more information on the
Pension Plan, please visit:**

www.sagph.org

**Screen Actors Guild – Producers
Pension Plan**

Benefit Summary

Types of Pension	Age Requirement	Service Requirement
Regular Pension	65	10 Pension Credits
Early Retirement Pension	55	10 Pension Credits
Disability Pension	Younger than 65	10 Pension Credits, at least one Pension Credit in the six-year period immediately preceding disability
Occupational Disability	Younger than 65	5 Pension Credits, at least one Pension Credit in the six-year period immediately preceding disability
Terminal Illness Benefit	Younger than 65	10 Pension Credits
Normal Retirement Age Vested Pension	65	5th or 10th anniversary of participation without a Permanent Break in Service
Limited Five Year Vested Pension	65	5 Pension Credits without a Permanent Break in Service
Service Pension	55	10 Pension Credits, at least 5 Pension Credits as a Plan Office or Guild Office Participant. Age plus service must be at least 75.

Forms of Pension	Payment Description
Five-Year Certain	Payable to the pensioner for life with the guarantee that if the pensioner dies before receiving 60 monthly payments, the remainder are paid to the beneficiary.
Ten-Year Certain	Payable to the pensioner for life with the guarantee that if the pensioner dies before receiving 120 monthly payments, the remainder are paid to the beneficiary.
50% Joint and Survivor Pension	Payable to the pensioner for life and, upon the pensioner's death, 50% of the monthly amount is payable to the surviving Spouse or Same-Sex Domestic Partner for life.
75% and 100 % Joint and Survivor Options	Payable to the pensioner for life and, upon the pensioner's death, 75% or 100% (whichever you elect at retirement) of the monthly amount is payable to the contingent annuitant for life.
Pop-Up Option	Available with the 50% Joint and Survivor Pension or the 75% or 100% Joint and Survivor Options. If the Spouse, Same-Sex Domestic Partner or contingent annuitant dies before the pensioner, the pensioner's monthly benefit reverts to the Five-Year-Certain form.
Partial Lump Sum Option	An initial lump sum payment equal to 12 monthly pension payments is made. Subsequent monthly pension payments are paid in any of the above forms, as elected by the pensioner.

Additional eligibility requirements and information on the amount of monthly pension can be found in the preceding material. Most forms of payment are subject to reduction based on the age of the pensioner and, in some cases, the age of the pensioner's Spouse, Same-Sex Domestic Partner or contingent annuitant. If you have any questions or would like estimates of your pension amount, please contact the Plan Office.



The preceding material was prepared to explain as clearly as possible your rights and benefits and other important features of your Pension Plan. For purposes of clarity, some of the precise detail of the Plan has been summarized. Every effort has been made to assure the accuracy of the summary. However, we must emphasize that nothing in this explanation is intended to change in any way the actual written provisions of the Plan itself.

In the event a dispute arises, your rights will be determined in accordance with the text of the Plan and by the procedures prescribed in the Plan. The full text of the Plan is in the following section of this booklet.

The legal rules that govern the administration and your rights under the Plan are contained in the Plan's Trust Agreement and Plan Document, in the event of any conflict between the Trust Agreement and Plan Document and this Summary Plan Description booklet (or any other written or oral communication), the Trust Agreement and/or Plan Document takes precedence.

Only the Board of Trustees is authorized to interpret the Plan. Neither SAG-AFTRA nor any Producer nor any of their representatives are authorized to interpret the Plan or to act as an agent of the Board of Trustees.

If you have any questions about the Pension Plan, contact the Pension Plan Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any question. Information from other sources is not official and may not be correct.

Official communications of the Pension Plan must be in writing, signed on behalf of the full Board of Trustees.

Further information and application forms can be obtained from either one of the following Plan Offices:

Los Angeles

Business Arts Plaza

Street Address: 3601 West Olive Avenue,
Burbank, CA 91505

Mailing Address: P.O. Box 7830,
Burbank, CA 91510-7830

Phone: (818) 954-9400 or (800) 777-4013

Fax: (818) 953-9880

Website: www.sagph.org

Email: psd@sagph.org

New York

275 Madison Avenue, #1819,
New York, NY 10016

Phone: (212) 599-6010

Fax: (212) 599-2375

RESTATEMENT OF THE PENSION PLAN

for the

SCREEN ACTORS GUILD-PRODUCERS PENSION FUND

FOR MOTION PICTURE ACTORS

Including Amendment Nos. 1 through 71

This restatement sets forth the Pension Plan, as amended, for the above named Pension Fund as of January 1, 1976.

ARTICLE I. Definitions

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

Section 1. The term “Trust Agreement” means the Screen Actors Guild-Producers Pension Plan Trust Agreement entered into as of February 1, 1960 and any modification, amendment, extension or renewal thereof.

Section 2. The term “Pension Fund” shall mean the Screen Actors Guild-Producers Pension Fund for Motion Picture Actors, a trust fund created by the Trust Agreement, including the monies and other things of value which comprise the corpus, and all income therefrom and increments thereto.

Section 3. The term “Collective Bargaining Agreement” as used herein shall mean the collective bargaining agreement or agreements in force and effective from time to time between SAG and Producers with respect to the employment and services of Actors in the production of motion pictures and which provide for contributions by such Producers into the Pension Fund. For purposes of the Plan, the term “Collective Bargaining Agreement” shall not include col-

lective bargaining agreements between SAG and the unions representing its employees.

Section 4. The term “SAG” shall mean Screen Actors Guild, Inc., a non-profit corporation.

Section 5. The term “Producers” or “Employer” shall mean:

- (a) Those member companies of Association of Motion Picture Producers, Inc. (now succeeded by the Alliance of Motion Picture and Television Producers, Inc.) who are original signatories to the Trust Agreement, and
- (b) Companies that have authorized the A.N.A. – A.A.A.A. Joint Policy Committee on Broadcast Talent Relations to represent them in collective bargaining with the Screen Actors Guild, and
- (c) Any other motion picture producer who becomes a signatory to the Producer-SAG Codified Basic Agreement or to the Producer-SAG Television Agreement or to the SAG Commercials Contract, and

- (d) Any motion picture producer or other employer of actors engaged in the production of motion pictures in the United States, its territories or possessions, (hereinafter referred to as a "U.S. Producer") who is or hereafter becomes a party to a SAG collective bargaining agreement that provides for payments to be made by such U.S. Producer into the Fund created hereby and any producer or other employer of actors engaged in the production of motion pictures outside of the United States (hereinafter referred to as a "Foreign Producer") whose agent is or hereafter becomes a party to a SAG collective bargaining agreement that provides for payments to be made by such Foreign Producer into the Fund created hereby, and
- (e) Any employer who is permitted to be regarded as an employer hereunder pursuant to Article IV, Section 1, subsection u of the Trust Agreement.
- (f) With respect to Plan Office Participants, the Screen Actors Guild-Producers Pension Plan for Motion Picture Actors.
- (g) For purposes of identifying highly compensated employees and applying the rules of participation, vesting and statutory limits on benefits under the fund but not for determining covered employment, the term "Producer" includes all corporations, trades or businesses under common control with the Producer within the meaning of Internal Revenue Code §414(b) and (c), all members of an affiliated service group with the Producer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Producer under Internal Revenue Code §414(o).
- (h) With respect to Guild Office Participants, the Screen Actors Guild.
- (i) With respect to IACF Participants, the Screen Actors Guild – Producers Industry Advancement and Cooperative Fund.

- (j) With respect to Foundation Participants, the Screen Actors Guild Foundation.

Section 6. The term "Actors" means the persons employed by Producers to render services as Actors in the motion picture industry who are covered by and whose services are subject to a Collective Bargaining Agreement with SAG, and with respect to whose services contributions are required thereunder to be made into the Pension Fund. Because no substantial separate group of Extras and Actors exists in New York and certain other areas of the United States, and in those areas the same persons generally work interchangeably in both capacities, the term "Actors" shall also include, for the limited purposes of the Pension Plan, the persons employed by Producers to render services as Extras in the motion picture industry in the New York area and other areas who are covered by and whose services are subject to a Collective Bargaining Agreement with SAG and with respect to whose services contributions are required thereunder to be made into the Pension Fund. Effective February 7, 1991, the term "Actors" shall also include persons who, prior to that date, were both employed by Producers to render services as extras in television commercials and whose services were subject to a collective bargaining agreement with the Screen Extras Guild. Effective July 1, 1992, the term "Actors" shall also include persons who, prior to that date, were both employed by Producers to render services as extras in theatrical or television Motion Pictures and whose services were subject to a collective bargaining agreement with the Screen Extras Guild.

Section 7. The term "Pension Plan" or "Plan" shall mean this Pension Plan and any modification, amendment, extension or renewal thereof. This Pension Plan shall be known as the "Screen Actors Guild-Producers Pension Plan for Motion Picture Actors."

Section 8. The term "Motion Pictures" shall be deemed to include but is not limited to theatrical motion pictures, television motion pictures, television motion picture commercials and commercial and industrial motion pictures.

Section 9. The terms “Plan Trustees” or “Trustees” shall mean those persons who as of any time are properly acting as such whether originally executing the Trust Agreement or appointed thereafter pursuant to the terms thereof.

Section 10. The term “Contingent Annuitant” means the person designated by a Participant under the Joint and Survivor Option set forth in Section 1 of Article VII, provided, however, that a Contingent Annuitant shall not be a person who is more than 10 years younger than the participant for the 100% option and not more than 19 years younger for the 75% option.

Section 11. The term “Pension Credit” means the years of service which are accumulated and maintained for Actors, Plan Office Participants and Guild Office Participants in accordance with Article VI of this Plan.

Section 12. The term “Prior Service Credit” means the years of employment prior to January 1, 1961, to the extent credited in accordance with Article VI of this Plan.

Section 13. The term “Current Service Credit” means the years of employment after January 1, 1961, to the extent credited in accordance with Article VI of this Plan.

Section 14. The term “Pensioner” means a person who has retired and who is receiving benefits under this Plan, or to whom a pension would be payable but for time for administrative processing.

Section 15. The term “Beneficiary” means a person (other than a Pensioner) who is (a) legally entitled to receive benefits under this Plan because of his or her designation for such benefits, or (b) who is legally entitled to and receiving or is entitled to receive benefits by operation of law.

Section 16. “Calendar Year” means the period from January 1 to the next December 31. For the purposes of ERISA and ERISA regulations, the Calendar Year

shall serve as the benefit accrual computation period, the vesting computation period and, after the initial period of employment or reemployment after termination of participation, the computation period for eligibility to participate in the Plan.

Section 17. The term “ERISA” means the Employee Retirement Income Security Act of 1974.

Section 18. The term “Normal Retirement Age” means the later of:

- (a) the date on which the Actor or employee of the Plan attains age 65, or
- (b) (1) for Actors or employees of the Plan who have Current Service Earnings on or after January 1, 1988, the fifth anniversary of the date on which the Actor or employee of the Plan commenced participation in the Plan, and
(2) for Actors or employees of the Plan who do not have any Current Service Earnings on or after January 1, 1988, the tenth anniversary of the date on which the Actor or employee of the Plan commenced participation in the Plan.

In the case of an Actor or employee of the Plan who is not vested at the time he incurs a Permanent Break in Service as described in Article I, Section 28, the date upon which the Actor or employee of the Plan commenced participation in the Plan shall be determined without regard to any employment which preceded such Permanent Break in Service.

Section 19. The term “Participant” includes any Pensioner receiving benefits at the end of the year, a Beneficiary receiving monthly benefits at the end of the year, any person who has completed the requirements for a vested benefit as of the end of the year, and any person who is an Active Participant at the end of the year.

Section 20. The term “Earnings Credit” means the credit for earnings received by a Participant, to the extent credited in accordance with Article VI.

Section 21. The term “Prior Service Earnings” means the credit for earnings received by a Participant prior to January 1, 1961, to the extent credited in accordance with Article VI.

Section 22. The term “Current Service Earnings” means the credit for earnings received by a Participant on or after January 1, 1961, to the extent credited in accordance with Article VI.

Section 23. The term “Contiguous Non-Covered Service” means service rendered on or after January 1, 1976, other than as an Actor which precedes or follows service as an Actor with no quit, discharge or retirement occurring between such service and service as an Actor.

Section 24. The term “Active Participant” means an Actor, Plan Office Participant, or Guild Office Participant who has met the requirements of Section 2 of Article II of this Plan.

Section 25. The term “Plan Office Participant” means an employee of this Plan who has met the requirements of Section 2 of Article II of this Plan and who is not covered by any Collective Bargaining Agreement and has Earnings Credit on or after July 1, 1988. The term “Plan Office Participant” also includes an “IACF Participant.” The term “IACF Participant” means an employee of the Screen Actors Guild – Producers Industry Advancement and Cooperative Fund who has met the requirements of Section 2 of Article II of this Plan and who is not covered by any Collective Bargaining Agreement and has Earnings Credit on or after January 1, 2007.

Section 26. Annuity Starting Date.

- (a) Subject to Subsection (b) below, a Participant’s Annuity Starting Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of:
 - (1) the Participant’s submission of a completed application for benefits, or
 - (2) 30 days after the Plan advises the Participant of the available benefit payment options, unless
 - (A) the benefit is being paid as a 50% Joint and Survivor Pension at or after the Participant’s Normal Retirement Age,
 - (B) the benefit is being paid out automatically as a lump sum under Article VIII, Section 7, or
 - (C) the Participant and spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period.
- (b) The Annuity Starting Date will not be later than the Participant’s Required Beginning Date as defined in Article VIII, Section 5(b).
- (c) The Annuity Starting Date for a Beneficiary or Alternate Payee will be determined under Subsections (a) and (b), except that references to the 50% Joint and Survivor Pension and spousal consent do not apply.
- (d) A Participant who retires before his or her Normal Retirement Age and has his or her pension suspended in accordance with Section 9(a) of Article VIII will have a separate Annuity Starting Date determined under subsection (a) with respect to benefits payable under Section 10(c) of Article VIII, except that such Annuity Starting Date shall not be established prior to the Participant’s Normal Retirement Age. This second Annuity Starting Date shall apply only with respect to additional Earnings Credit earned after the Participant’s initial Annuity Starting Date.

Section 27. Highly Compensated Employee. The term “Highly Compensated Employee” includes highly compensated active employees and highly compensated former employees of a Producer. Whether an individual is a highly compensated employee is determined separately with respect to each Producer, based solely on that individual’s compensation from or status with respect to that Producer. A highly compensated active employee means any employee who (a) was a 5-percent owner (as defined in Internal Revenue Code §416(i)(1)) of a Producer at any time during the current or the preceding Plan Year, or (b) for the preceding Plan year, had compensation from the Producer in excess of \$80,000 (as adjusted under Internal Revenue Code §415(d)).

For this purpose, an employee is in the top-paid group of employees for any year if such employee is in the group consisting of the top 20 percent of the employees ranked on the basis of compensation paid during such year.

A former employee shall be treated as a highly compensated employee if: (a) such employee was a Highly Compensated Employee when such employee separated from service or (b) such employee was a Highly Compensated Employee at any time after attaining age 55.

The determination of who is a Highly Compensated Employee, including determinations of the number and identity of employees in the top-paid group, will be made in accordance with Internal Revenue Code §414 (q) and regulations thereunder.

For the purposes of this subparagraph, the term “compensation” means compensation within the meaning of Internal Revenue Code §415(c)(3), without regard to Internal Revenue Code §125, §402(e)(3) and §402(h)(1) (B) and, in the case of employer contributions made pursuant to a salary reduction agreement, without regard to Internal Revenue Code §403(b).

For Plan Years beginning after December 31, 1997, for the purposes of this subsection, the term “compensa-

tion” means compensation within the meaning of Internal Revenue Code §415(c)(3).

Section 28. One Year Break in Service/

Permanent Break in Service. For purposes of this Section 28, the term “minimum annual Earnings Credit” means the minimum amount of Earnings Credit required under Article VI, Section 2(c) to earn a year of Current Service Credit.

- (a) The term “One-Year Break in Service” means:
- (1) For Plan Office Participants, each Calendar Year:
 - (i) prior to January 1, 1999, during which the employee’s earnings were less than the minimum annual Earnings Credit for such Calendar Year;
 - (ii) after December 31, 1998 but prior to January 1, 2004, during which the employee’s earnings are less than one-half the minimum annual Earnings Credit for such Calendar Year; and
 - (iii) after December 31, 2003, in accordance with paragraph (2) below.
 - (2) For Plan Office Participants and Guild Office Participants, each Calendar Year after December 31, 2003 during which the employee (i) has not completed an aggregate of more than 500 Hours of Service, including, for this purpose only, such hours as may be credited during a leave of absence approved in writing by the Plan Trustees pursuant to nondiscriminatory rules applicable to similarly situated employees, or (ii) has earnings that are less than one-half the minimum annual Earnings Credit for such Calendar Year;
 - (3) For Actors, each Calendar Year prior to January 1, 1992 during which the Actor’s earnings were less than the minimum annual Earnings Credit for such Calendar Year, and each Calendar Year after December 31, 1991 during which the Actor’s earnings are less than one-half the minimum annual Earnings Credit for such Calendar Year. For purposes of Article I, Section

18, in determining whether a Permanent Break in Service occurred, a "One-Year Break in Service" shall mean each Calendar Year prior to January 1, 1999 during which the Actor's earnings were less than the minimum annual Earnings Credit for such Calendar Year, and each Calendar Year after December 31, 1998 during which the Actor's earnings are less than one-half the minimum annual Earnings Credit for such Calendar Year.

The above notwithstanding, beginning January 1, 1987, any Calendar Year during which an Actor or employee is on parental leave shall not be a One-Year Break in Service. An Actor or employee shall be deemed to be on parental leave if his failure to earn the minimum amount required to prevent a One-Year Break in Service is due to the pregnancy of the Actor or employee, the birth of a child of the Actor or employee, the placement of a child in connection with the adoption of a child by the Actor or employee, or caring for the child of the Actor or employee during the period immediately following the birth or placement for adoption, including time involved for a trial period prior to adoption. If an Actor or employee is already credited with sufficient earnings to prevent a One-Year Break in Service during the Calendar Year in which he is on parental leave, such parental leave shall be applied to the year immediately following the Calendar Year.

Beginning February 5, 1994, any Calendar Year during which an Actor or employee is on an authorized leave of absence in accordance with the Family and Medical Leave Act shall not be a One-Year Break in Service.

- (b) A Participant will incur a "Permanent Break in Service" if the number of consecutive One-Year Breaks in Service is at least five (5) and equals or exceeds the number of years of Vesting Service previously earned and not previously disregarded under the provisions of this Section 28(b). A Cal-

endar Year in which the Participant does not have a One-Year Break in Service but nevertheless fails to earn a Pension Credit will not interrupt the count of consecutive One-Year Breaks in Service.

A Participant who is not vested and who incurs a Permanent Break in Service shall lose his previously earned Vesting Service and Pension Credit for purposes of Article III, Section 6(a)(3), Article V, Section 1(a) and Article V, Section 1(b).

Section 29. The term "Guild Office Participant" means an employee as defined by the Screen Actors Guild Employees Retirement Plan as in effect on December 31, 2003 ("Guild Plan") who has met the requirements of Section 2 of Article II of this Plan and who is not covered by any Collective Bargaining Agreement and has Earnings Credit on or after January 1, 2004 or was a Participant of the Screen Actors Guild Employees Retirement Plan on December 31, 2003. The provisions of the Plan shall apply to Guild Office Participants who meet the requirements to be a Participant as provided under Article II, Section 2, paragraph (b). In the event the Guild Office Participant does not meet such requirements, the provisions of the Screen Actors Guild Employees Retirement Plan as in effect on December 31, 2003, shall continue to be applicable, unless otherwise specified in Appendix A. The term "Guild Office Participant" also includes a "Foundation Participant." The term "Foundation Participant" means an employee of the Screen Actors Guild Foundation who has met the requirements of Section 2 of Article II of this Plan and who is not covered by any Collective Bargaining Agreement and has Earnings Credit on or after April 1, 2007.

Section 30. The term "Hour of service" means the following:

- (a) Each hour for which an employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties, plus each hour for which credit is not otherwise given for the performance of duties with respect to which

back pay is awarded or agreed to by the Employer, computed without regard to any mitigation of damages and credited to the Calendar Year in which the employee performed the duties or with respect to which the back pay award or agreement pertains.

- (b) Each hour, up to a maximum of 501 hours for any single continuous period, for which an employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons other than the performance of duties (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, excluding any such hours for which payment is made or due under a plan maintained solely for the purpose of complying with the applicable workers' compensation, unemployment compensation or disability insurance laws or which reimburses an employee solely for medical or medically related expenses that he/she has incurred. Any hours for which back pay is awarded for a period during which no duties are performed shall also be subject to the 501-hour maximum credit for any single continuous period.
- (c) Each hour, up to a maximum of 501 hours for any single continuous period, of absence incurred by an employee for the purpose of: (i) pregnancy, (ii) birth of a child, (iii) adoption of a child, or (iv) caring for a child immediately following birth or an adoption

Such employee shall be treated as having completed either the number of hours that would have been completed except for such absence or 7 Hours of Service for each normal workday where normal work hours are not known. Any hours required to be credited pursuant to this subsection (c) must be credited only (i) in the Calendar Year in which the absence begins, if such crediting is necessary to prevent a Break in Service during such Year or (ii) in the following Calendar Year.

- (d) Each hour that an individual receiving a differential wage payment (as defined by Code Section 3401(h)(2)) is treated as an employee of the employer making the payment.
- (e) Each other hour for which an employee must be credited, pursuant to any applicable Federal Law.

In determining the number of Hours of Service to be credited to an employee for reasons other than the performance of duties, as well as in determining the Plan Year to which all Hours of Service should be credited, the rules of Section 2530.200b-2(b) and (c) of the Department of Labor regulations shall be followed to the extent such rules are not incorporated in this Plan document.

Section 31. The terms "marriage," "married," "legally married," "spouse," or "legal spouse," as used herein, shall have the same meanings as those set forth under applicable state law. For Annuity Starting Dates on and after July 1, 2011, these terms shall also apply to qualified Same-Sex Domestic Partners as defined in Section 33 below unless otherwise specified.

Section 32. The term "Same-Sex Domestic Partner" means an individual who is the same sex as the Participant and who has submitted to the Plan: (a) an Affidavit of Domestic Partnership on a form provided by the Plan, (b) any required supporting documentation and (c) who meets the required criteria set out in the Affidavit. No person shall be considered a Same-Sex Domestic Partner if that person resides in a state that permits same-sex marriage. In addition, no person shall be considered a Same-Sex-Domestic Partner prior to the time a complete Affidavit has been submitted to the Plan. The Participant's Same-Sex Domestic Partnership shall terminate effective immediately if the Same-Sex Domestic Partner no longer meets the required criteria as set out in the Affidavit.

ARTICLE II. Participation

Section 1. Eligibility. Actors and employees of this Plan shall become eligible to participate in the Plan when and as provided in this Article.

Section 2. Participation. The initial eligibility computation period for purposes of this Article II only, is the twelve (12) consecutive month period following an employee's initial date of employment covered by the Plan. The eligibility computation period following the initial eligibility computation period shall be the Calendar Year which includes the first anniversary of an employee's employment commencement date. For purposes of this Article II only, an employee who works in employment covered by the Plan shall become a Participant in the Plan on the earliest January 1 or July 1 next following a twelve (12) consecutive month period during which he earned one year of Vesting Service.

A Guild Office Participant who was a Participant in the Screen Actors Guild Employees Retirement Plan as of December 31, 2003 shall become a Participant in the Plan on January 1, 2004.

Section 3. Termination of Participation. For purposes of this Article II only, a Participant who fails to earn one Current Service Credit in a Calendar Year prior to January 1, 1999, or who incurs a One-Year Break in Service after December 31, 1998 shall cease to be a Participant on the last day of such Calendar Year, unless such individual has become a Pensioner or has met the requirements for a vested benefit.

Section 4. Reinstatement of Participation. For purposes of this Article II only, an individual who has lost his status as a Participant in accordance with Section 3 of this Article, shall again become a Participant by meeting the requirements of Section 2 of this Article on the basis of service after the Calendar Year during which his participation terminated.

For more information on the Pension Plan, please visit:

www.sagph.org

Screen Actors Guild – Producers Pension Plan

ARTICLE III. Pension Eligibility And Amounts

Section 1. General. This Article sets forth the eligibility conditions and amounts for the pensions provided for by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article VI. The benefit amounts are subject to reduction under Article VIII and on account of the 50% Joint and Survivor Pension (Article IV). Entitlement of an eligible Participant to receive Pension Benefits is subject to his retirement and application for benefits, as provided in Article VIII.

Eligibility depends on Pension Credits, which are defined in Article VI and take into account creditable employment both before and after January 1, 1961, except that eligibility for Vested Pensions depends on years of Vesting Service, which are also defined in Article VI.

Section 2. Eligibility for Regular Pension. A Participant may retire on a Regular Pension if he meets the following requirements:

- (a) He has attained age 65; and
- (b) He has at least 10 years of Pension Credit.

Section 3. Amount of Regular Pension.

(a) The monthly amount of a Regular Pension effective before January 1, 1996 shall be the greater of \$220.00 or the sum of the annual Prior Service Benefit plus the annual Current Service Benefit (as determined under paragraphs (1) and (2) of this subsection (a)), divided by 12. If the amount determined is not already a multiple of \$.50, it shall be rounded to the next higher multiple of \$.50.

- (1) **Prior Service Benefit.** The amount of annual Prior Service Benefit is determined as follows:
- (i) The first step is to determine the average annual Earnings Credit to which the Participant is entitled for the most recent five years of Prior Service Credit.
 - (ii) The second step is to calculate the annual benefit based on the amount in (i) above in accordance with the following schedule:

Earnings Credit for Prior Service	The Benefit for Each Year of Prior Service Credit is:
\$ 0 to \$ 2,500	7.48% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 187.00 plus 6.91% of excess over \$ 2,500
\$ 5,001 to \$ 7,500	\$ 359.75 plus 4.62% of excess over \$ 5,000
\$ 7,501 to \$ 25,000	\$ 475.25 plus 4.24% of excess over \$ 7,500
\$ 25,001 to \$ 30,000	\$ 1,217.25 plus 3.73% of excess over \$ 25,000
\$ 30,001 to \$ 50,000	\$ 1,403.75 plus 1.29% of excess over \$ 30,000
over \$ 50,000	\$ 1,661.75 plus 1.18% of excess over \$ 50,000

- (iii) The final step is to multiply the annual benefit obtained in (ii) above by the total years of Prior Service Credit to which the Participant is entitled. The amount so obtained is the amount of annual Prior Service Benefit.
- (iv) If the Participant has less than five years of Prior Service Credit, the schedule shown above is applied to the amount of Earnings Credit to which the Participant is entitled to each year of Prior Service Credit. The sum of the amounts so determined is the amount of the annual Prior Service Benefit for those Participants who have accumulated less than five years of Prior Service Credit.

- (2) **Current Service Benefit.** Subject to the limits described in Article VIII, Section 18, a Participant's Current Service Benefit shall be determined in accordance with subsection (i) or (ii) below, whichever yields the greater benefit.
- (i) **Annual Earnings.**
- (A) The first step is to determine the annual benefit for each year the Participant is entitled to Current Service Credit based on his Earnings Credit for such year and in accordance with the following schedule.
 - (B) The second step is to total all of the sums obtained in (A) above. The amount so obtained is the amount of the annual Current Service Benefit.

- (ii) **Average Earnings.**
- (A) The first step is to determine the Participant's average earnings by totaling the Earnings Credit for each year of Current Service Credit and dividing by the number of years of Current Service Credit.
 - (B) The second step is to calculate the annual benefit based on the amount determined in (A) above in accordance with the following schedule.
 - (C) The final step is to multiply the annual benefit determined in (B) above by the total years of Current Service Credit to which the Participant is entitled. The amount so obtained is the amount of the annual Current Service Benefit.

Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit is:
\$ 0 to \$ 2,500	4.15% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 103.75 plus 3.83% of excess over \$ 2,500
\$ 5,001 to \$ 30,000	199.50 plus 2.92% of excess over \$ 5,000
\$ 30,001 to \$ 50,000	929.50 plus 1.65% of excess over \$ 30,000
\$ 50,001 to \$ 75,000	1,259.50 plus 1.40% of excess over \$ 50,000
\$ 75,000 to \$ 100,000	1,609.50 plus 1.24% of excess over \$ 75,000
\$100,001 and over *	1,919.50 plus 1.08% of excess over \$100,000

Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit is:
\$ 0 to \$ 2,500	4.15% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 103.75 plus 3.83% of excess over \$ 2,500
\$ 5,001 to \$ 30,000	199.50 plus 2.92% of excess over \$ 5,000
\$ 30,001 to \$ 50,000	929.50 plus 1.65% of excess over \$ 30,000
\$ 50,001 to \$ 75,000	1,259.50 plus 1.40% of excess over \$ 50,000
\$ 75,001 to \$ 100,000	1,609.50 plus 1.24% of excess over \$ 75,000
\$100,001 and over *	1,919.50 plus 1.08% of excess over \$100,000

* Up to the maximum provided in Article VIII, Section 18. For Calendar Years prior to January 1, 1989, Earnings Credit in excess of \$200,000 shall be determined at the rate of .90%.

* Up to the maximum provided in Article VIII, Section 18. For Calendar Years prior to January 1, 1989, the maximum annual compensation recognized shall be \$200,000.

(3) In no event shall the monthly amount of Regular Pension be greater than \$4,000 per month, except in accordance with subsection (c) below or Article VIII, Section 5(c).

(b) The monthly amount of a Regular Pension effective on or after January 1, 1996 shall be the sum of the annual Prior Service Benefit plus the annual Current Service Benefit (as determined under paragraphs (1) and (2) of this subsection (b)), divided by 12. A minimum monthly Regular Pension of \$220.00 shall apply if the sum of the Prior Service Benefit plus the Current Service Benefit plus the monthly benefit earned as a Plan Office Participant and/or Guild Office Participant (as determined under paragraphs (c) and (e) of this Section 3) is less than \$220.00. If the amount of the Regular Pension determined is not already a multiple of \$.50, it shall be rounded to the next higher multiple of \$.50.

- (1) **Prior Service Benefit.** The amount of annual Prior Service Benefit is determine as follows:
- (i) The first step is to determine the average annual Earnings Credit to which the Participant is entitled for the most recent five years of Prior Service Credit.
 - (ii) The second step is to calculate the annual benefit based on the amount in (i) above in accordance with the following schedule:

Table 1

Earnings Credit for Prior Service	The Benefit for Each Year of Prior Service Credit is:
\$ 0 to \$ 2,500	8.23% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 205.75 plus 7.60% of excess over \$ 2,500
\$ 5,001 to \$ 7,500	395.75 plus 5.08% of excess over \$ 5,000
\$ 7,501 to \$ 25,000	522.75 plus 4.66% of excess over \$ 7,500
\$ 25,001 to \$ 30,000	1,338.25 plus 4.10% of excess over \$ 25,000
\$ 30,001 to \$ 50,000	1,543.25 plus 1.42% of excess over \$ 30,000
Over \$ 50,000	1,827.25 plus 1.30% of excess over \$ 50,000

- (iii) The final step is to multiply the annual benefit obtained in (ii) above by the total years of Prior Service Credit to which the Participant is entitled. The amount so obtained is the amount of annual Prior Service Benefit.
- (iv) If the Participant has less than five years of Prior Service Credit, the schedule shown above is applied to the amount of Earnings Credit to which the Participant is entitled to each year of Prior Service Credit. The sum of the amounts so determined is the amount of the annual Prior Service Benefit for those Participants who have accumulated less than five years of Prior Service Credit.

(2) **Current Service Benefit.** Subject to limits described in Article VIII, Section 18, a Participant's Current Service Benefit shall be determined in accordance with subsection (i) or (ii) below, whichever yields the greater benefit.

(i) **Annual Earnings.**

- (A) The first step is to determine the annual benefit for each year the Participant is entitled to Current Service Credit based on his Earnings Credit for such year and in accordance with the following schedules.
- (B) The second step is to total all of the sums obtained in (A) above. The amount so obtained is the amount of the annual Current Service Benefit.

Table 2

Earnings Credit for Current Service earned prior to 1996	The Benefit for Each Year of Current Service Credit earned prior to 1996 is:
\$ 0 to \$ 2,500	4.57% of Earnings Credit
\$ 2,501 to \$ 5,000	\$ 114.25 plus 4.21% of excess over \$ 2,500
\$ 5,001 to \$ 30,000	\$ 219.50 plus 3.21% of excess over \$ 5,000
\$ 30,001 to \$ 50,000	\$ 1,022.00 plus 1.82% of excess over \$ 30,000
\$ 50,001 to \$ 75,000	\$ 1,386.00 plus 1.54% of excess over \$ 50,000
\$ 75,001 to \$100,000	\$ 1,771.00 plus 1.36% of excess over \$ 75,000
\$100,001 and over *	\$ 2,111.00 plus 1.19% of excess over \$100,000

Table 3

Earnings Credit for Current Service After 1995 and prior to 1999	The Benefit for Each Year of Current Service Credit after 1995 and prior to 1999 is:
\$ 7,500 to \$ 50,000	\$272.50 plus 3.5% of Earnings Credit over \$ 7,500**
\$ 50,001 to \$100,000	\$1,760.00 plus 2.5% of excess over \$ 50,000
\$100,001 and over*	\$3,010.00 plus 1.5% of excess over \$ 100,000

Table 4

Earnings Credit for Current Service after 1998 and prior to 2010	The Benefit for Each Year of Current Service Credit after 1998 and prior to 2010 is:
All Earnings Credit*	3.5% of Earnings Credit

Table 5

Earnings Credit for Current Service after 2009	The Benefit for Each Year of Current Service Credit after 2009 is:
All Earnings Credit*	2.0% of Earnings Credit

* Up to the maximum provided in Article VIII, Section 18. For Calendar Years prior to January 1, 1989, Earnings Credit in excess of \$200,000 shall be determined at the rate of .90%.

**If a Participant earns a year of Pension Credit based on less than \$7,500 of Earnings Credit, such Participant's annual pension benefit shall not be less than \$272.50 for each year of Pension Credit.

(ii) **Average Earnings.**

- (A) The first step is to determine the Participant's average earnings by totaling the Earnings Credit for each year of Current Service Credit and dividing by the number of years of Current Service Credit.
- (B) The second step is to calculate the annual benefit based on the amount determined in (A) above in accordance with the following schedules.

Table 6

Average Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit prior to January 1, 1996 is:
\$ 0 to \$ 2,500	4.57% of Average Earnings
\$ 2,501 to \$ 5,000	\$ 114.25 plus 4.21% of excess over \$ 2,500
\$ 5,001 to \$ 30,000	\$ 219.50 plus 3.21% of excess over \$ 5,000
\$ 30,001 to \$ 50,000	\$ 1,022.00 plus 1.82% of excess over \$ 30,000
\$ 50,001 to \$ 75,000	\$ 1,386.00 plus 1.54% of excess over \$ 50,000
\$ 75,001 to \$100,000	\$ 1,771.00 plus 1.36% of excess over \$ 75,000
\$100,001 and over*	\$ 2,111.00 plus 1.19% of excess over \$100,000

Table 7

Average Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit After 1995 and prior to 1999 is:
\$ 7,500 to \$ 50,000	\$ 272.50 plus 3.5% of Average Earnings over \$ 7,500**
\$ 50,001 to \$100,000	\$ 1,760.00 plus 2.5% of excess over \$ 50,000
\$100,001 and over*	\$ 3,010.00 plus 1.5% of excess over \$100,000

- (C) The final step is to: multiply the annual benefit determined in Table 6 above by the total years of Current Service Credit earned prior to January 1, 1996; multiply the annual benefit determined in Table 7 above by the total years of Current Service Credit the Participant earned after 1995 but prior to 1999; and multiply the annual benefit determined in Table 8 above by the total years of Current Service Credit the Participant earned after 1998 but prior to 2010; and multiply the annual benefit determined in Table 9 above by the total years of Current Service Credit the Participant earned after 2009. The sum of these amounts is the amount of the annual Current Service Benefit.

Table 8

Average Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit after 1998 and prior to 2010 is:
All Earnings Credit*	3.5% of Average Earnings

Table 9

Average Earnings Credit for Current Service	The Benefit for Each Year of Current Service Credit after 2009 is:
All Earnings Credit*	2.0% of Average Earnings

* Up to maximum limit of compensation in Article VIII, Section 18. For Calendar Years prior to January 1, 1989, the maximum annual compensation recognized shall be \$200,000.

** If the Participant's average earnings are less than \$7,500, such Participant's annual pension benefit shall not be less than \$272.50 for each year of Pension Credit.

(3) **Maximum Pension.**

- (i) Prior to July 1, 2007, in no event shall the monthly amount of Regular Pension effective on and after January 1, 1999 be greater than \$6,000 (\$5,000 for Regular Pensions effective prior to January 1, 1999 but after December 31, 1997, and \$4,400 for Regular Pensions effective prior to January 1, 1998) per month, except in accordance with subsections (c)(2) or (e) below, or Article VIII, Section 5(c).
- (ii) Effective July 1, 2007, in no event shall the monthly amount of Regular Pension be greater than the amount in accordance with the following schedule, except in accordance with subsection (c)(2) or (e) below or Article VIII, Section 5 (c).

Pension Credits as of the Annuity Starting Date	Maximum Monthly Benefit
Less than 20	\$ 6,500 monthly maximum
20 through 29 Pension Credits	\$ 7,000 monthly maximum
30 through 34 Pension Credits	\$ 7,500 monthly maximum
35 or more Pension Credits	\$ 8,000 monthly maximum

- (c) **Plan Office Participants.** The monthly amount of a Regular Pension for Plan Office Participants for pensions effective on or after January 1, 1996 shall be the greater of the following:
 - (1) The Participant’s monthly pension, computed in accordance with the provisions of Sections 3(a) and 3(b). For the purposes of this section 3(c)(1), the provisions of Sections 3(a)(3) and 3(b)(3) shall not apply.

- (2) 3.5% (3.0% for pensions effective prior to January 1, 1996) of the Participant’s Average Annual Compensation multiplied by the Participant’s Years of Pension Credit and dividing that sum by 12. In no event shall the annual amount of a Regular Pension determined under this subsection (2) exceed 70% of the Participant’s Average Annual Compensation except in accordance with Article VIII, Section 5(c).
 - (i) A Participant’s Average Annual Compensation shall be computed by adding the Participant’s annual Compensation for each of the Participant’s five highest consecutive Calendar Years of Compensation in which he earned a Pension Credit and dividing that sum by 5. For the purpose of determining a Participant’s Average Annual Compensation under this Section 3(c), the determination of consecutive Calendar Years of Compensation shall ignore Calendar Years prior to a Permanent Break in Service as defined in Section 28(b) of Article I.
 - (ii) Subject to Article VIII, Section 18, a Participant’s annual Compensation shall mean the total cash salary or wages paid to the Participant during a Plan Year and reportable as earnings subject to income tax on form W-2. Compensation shall include amounts deferred under the Screen Actors Guild – Producers Pension Plan 401(k) Plan, the Screen Actors Guild – Producers Pension Plan Section 457 Deferred Compensation Plan or the Screen Actors Guild – Producers Pension Plan Section 457(f) Excess Deferred Compensation Plan as well as benefits paid from the Screen Actors Guild – Producers Pension Plan Executive Deferred Compensation Plan. Compensation shall exclude: (1) commission and other incentive compensation; (2) cash reimbursement of moving expenses

and educational reimbursements to the extent such reimbursements are subject to income tax and reportable on Form W-2; (3) the taxable portion of any statutory or nonstatutory fringe benefits, including without limitation group-term life insurance, automobiles and automobile allowances, to the extent such benefits are subject to income tax and reportable on Form W-2; (4) Air Quality Management District incentive pay.

(d) **Retiree Increases.**

- (1) Effective January 1, 1996 the monthly pension payment of all Pensioners who retired prior to January 1, 1996 and who were receiving pension benefits on January 1, 1996 shall be increased by 10%.
- (2) Effective January 1, 1999 the monthly pension payment of each Pensioner whose pension effective date was on or before December 1, 1998 and who was receiving pension benefits on or after January 1, 1998 shall be increased by the larger of the following, retroactive to the later of January 1, 1998 or such Pensioner's pension effective date:
 - (i) 7.5% of the pension amount being received other than any pension amount added by the application of Section 5(c) of Articles VIII, or
 - (ii) the increase in the pension amount which would result solely from recalculating such pension amount using a maximum monthly pension amount of \$5,000 in lieu of the maximum monthly pension amount originally used.
- (3) Effective January 1, 1999 the monthly pension payment of each Pensioner whose pension effective date was on or before December 1, 1998 and who was receiving pension benefits on or after January 1, 1999 shall be increased by the larger of the following, retroactive to January 1, 1999:
 - (i) 5.0% of the pension amount being received or
 - (ii) the increase in the pension amount which would result solely from recalculating such pension amount using a maximum monthly pension amount of \$6,000 in lieu of the maximum monthly pension amount originally used.
- (4) Effective July 1, 2007, the monthly pension payment of each Pensioner whose pension effective date was on or before June 30, 2007 and who was receiving pension benefits on or after July 1, 2007 shall be increased by the larger of the following, retroactive to July 1, 2007:
 - (i) 3.0% of the pension amount being received
 - (ii) the increase in the pension amount which would result solely from recalculating such pension amount using a maximum monthly pension amount in accordance with the following schedule, in lieu of the maximum pension amount originally used.

Pension Credits as of the July 1, 2007	Maximum Monthly Benefit
Less than 20	\$ 6,500 monthly maximum
20 through 29 Pension Credits	\$ 7,000 monthly maximum
30 through 34 Pension Credits	\$ 7,500 monthly maximum
35 or more Pension Credits	\$ 8,000 monthly maximum

- (e) **Guild Office Participants.** For pensions effective on or after January 1, 2004, the monthly amount of a Regular Pension for Guild Office Participants who have earned at least one year of Pension Credit after December 31, 2003 shall be equal to (1) plus (2), if applicable, but no less than the amount in (3), and no greater than the amount in (4) below:
- (1) 3.5% of the Participant's Average Annual Compensation, as provided in Article III, Section 3, paragraphs (c)(2)(i) and (ii) above, multiplied by the Participant's years of Pension Credit earned on or after January 1, 2004.
 - (2) The Accrued Benefit determined under the Guild Plan (as defined in Appendix A) determined as of December 31, 2003, provided, however that such Guild Office Participant's Final Average Monthly Compensation and Covered Compensation (as defined in Appendix A) shall be determined as the date of such Participant's termination of employment. However, for the purposes of the Accrued Benefit as defined in Appendix A, the term "Final Average Monthly Compensation" shall be substituted with the Plan's "Average Annual Compensation" divided by 12, with Compensation prior to 2004 determined in accordance with the Guild Plan's definition of Compensation.
 - (3) In no event shall a Guild Office Participant be entitled to a monthly pension that is less than the benefit accrued under the Screen Actors Guild Employees Retirement Plan as of December 31, 2003, as provided under Appendix A of the Plan.
 - (4) In no event shall a Guild Office Participant be entitled to an annual amount which exceeds 70% of the Participant's Average Annual Compensation except in accordance with Article VIII, Section 5(c).

The monthly amount of a Regular Pension for Guild Office Participants who do not earn at least one year of Pension Credit after December 31, 2003 shall be determined in accordance with Appendix A.

Section 4. Eligibility for Early Retirement

Pension. A Participant may retire on an Early Retirement Pension if he meets the following requirements:

- (a) He has attained age 55 but has not yet attained age 65; and
- (b) He has at least 10 years of Pension Credit.

Section 5. Amount of Early Retirement Pension.

The Early Retirement Pension shall be a monthly amount determined as follows:

- (a) The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if he were 65 years of age at the time his Early Retirement Pension is to be effective.
- (b) The second step, to take account of the fact that the Participant is younger than age 65, is to reduce the amount determined under Subsection (a) above as follows:
 - (1) **For pensions effective on and after January 1, 1992**, the reduction shall be $\frac{1}{4}$ of 1% for each month by which the Participant is younger than age 65 on the effective date of his Early Retirement Pension.
 - (2) **For pensions effective prior to January 1, 1992**, the reduction shall be $\frac{1}{2}$ of 1% for each month by which the Participant is younger than age 65 on the effective date of his Early Retirement Pension.
 - (3) Notwithstanding the foregoing, effective January 1, 1992, the pension benefits of Pensioners who retired on an Early Retirement Pension between January 1, 1991 and December 31, 1991 shall be adjusted in accordance with Subsection (1) above. Such adjustment shall have no retroactive effect.
 - (4) Notwithstanding the foregoing, effective January 1, 1996, the pension benefits of Pensioners who retired on an Early Retirement Pension prior to January 1, 1991 shall be adjusted in accordance with Subsection (1) above.

Such adjustment shall have no retroactive effect.

- (c) The final step is to round up the amount determined under Subsection (b) above by bringing it to the next higher multiple of \$.50, unless it is already a multiple of \$.50.

Section 6. Eligibility for Vested Pension.

- (a) A Participant who meets one of the following requirements shall have the right to a Vested Pension:

- (1) He has at least 10 years of Vesting Service including, for purposes of this Section 6(a)(1) only, any years of Vesting Service which were otherwise lost due to a Permanent Break in Service, or
- (2) He has attained Normal Retirement Age and is either an Active Participant at the time he reaches Normal Retirement Age or attains the status of Active Participant after reaching Normal Retirement Age, or
- (3) He has at least five (5) years of Vesting Service without a Permanent Break in Service and:
 - (i) he does not have one or more consecutive One-Year Breaks in Service as of January 1, 1999 and has at least one hour of Earnings Credit after December 31, 1998 and before incurring a Permanent Break in Service, or
 - (ii) he does have one more consecutive One-Year Breaks in Service as of January 1, 1999 and earns at least one Pension Credit after December 31, 1998 and before incurring a Permanent Break in Service, or
 - (iii) He is a Plan Office Participant, or
 - (iv) He is a Guild Office Participant, provided that the Break in Service provisions of this Plan shall not apply for periods prior to January 1, 2004.

- (b) Notwithstanding the provisions of subsection (a) above, if a Plan Office Participant satisfied the re-

quirements for a Vested Pension prior to January 1, 1989 with less than 10 years of Vesting Service, pension payments shall not commence until the later of January 1, 1989 or retirement.

- (c) A Vested Pension shall be payable upon retirement
- (1) after the Participant has attained age 65, in the case of a Participant who becomes eligible for a Vested Pension in accordance with Section 6(a)(1) or 6(a)(3), or
 - (2) after the Participant has satisfied the requirements of Section 6(a)(2), for a Participant who becomes eligible for a Vested Pension in accordance with Section 6(a)(2), but not in accordance with Section 6(a)(1) or 6(a)(3).

Section 7. Amount of Vested Pension. The Vested Pension shall be calculated in the same manner as the Regular Pension except that the minimum pension amount as set forth in Article III, Section 3 shall not apply to a Participant who becomes eligible for a Vested Pension in accordance with Section 6(a)(2), 6(a)(3) or 6(b) of this Article, and who has less than 10 years of Vesting Service. However, if a Participant who retires on a Vested Pension with less than 10 years of Vesting Service, subsequently earns 10 years of Vesting Service, he shall be entitled to the minimum effective on the later of January 1, 1989 or the first month following the month in which his 10th year of Vesting Service was earned. If a Participant who retires on a Vested Pension with less than 10 years of Vesting Service subsequently earns 10 years of Pension Credit, he shall be entitled to convert his Vested Pension to a Regular Pension and be entitled to the minimum effective on the later of January 1, 1989 or the first month following the month in which his 10th year of Pension Credit was earned.

If a Participant satisfied the requirements of Section 6(a)(2) of this Article prior to September 8, 1981, pension payments shall not commence until the later of September 8, 1981 or retirement.

Section 8. Eligibility for Disability Pension.

- (a) **Disability Pension.** A totally disabled Participant shall be entitled to a Disability Pension commencing not earlier than January 1, 1981, if he meets the following requirements:
- (1) He is younger than age 65; and
 - (2) He has at least 10 years of Pension Credit; and
 - (3) He has one year of Pension Credit in the six CalendarYear period preceding the date he became disabled or January 1, 1981, whichever date is later, including the CalendarYear in which his disability commenced.
- (b) **Occupational Disability Pension.** A totally disabled Participant shall be entitled to an Occupational Disability Pension commencing not earlier than July 1, 1994, if he meets the following requirements:
- (1) He is younger than age 65; and
 - (2) He has at least 5 years of Pension Credit; and
 - (3) He has one year of Pension Credit in the six CalendarYear period preceding the date he became disabled or July 1, 1994, whichever date is later, including the CalendarYear in which is disability commenced; and
 - (4) His disability occurred in the course of employment covered by this Plan. For purposes of this Section 8(b), a disability caused by an injury sustained at an audition or rehearsal, during travel to or from location or during preparation for production or production shall be deemed to be a disability which occurred in the course of employment covered by the Plan.

Section 9. Amount of Disability Pension. The Disability Pension shall be a monthly amount equal to the monthly amount of Regular Pension to which the Participant would be entitled if he were age 65 years of age at the time his Disability Pension is to be effective.

Section 10. Total Disability Defined. A Participant shall be deemed to be totally disabled within the meaning of this Section if:

- (a) He has been awarded a Social Security Disability Benefit by the Federal Social Security Administration in connection with his Old Age and Survivor's Insurance Coverage or he has been awarded a Supplemental Security Income Disability Benefit by the Federal Social Security Administration, and
- (b) The Board of Trustees, in its sole and absolute judgement, finds that on the basis of such competent medical evidence as the Board of Trustees may require to be shown, the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to continue for the individual's lifetime, and such bodily injury or disease is not due to such individual's commission of or attempt to commit a felony, or the engagement in any felonious activity or occupation, or the self-infliction of any injury, or as a result of habitual drunkenness or the use of narcotics, unless the same were administered pursuant to the orders of a licensed physician. The application of the provisions of this subsection may be waived by the Board of Trustees upon good cause satisfactory to the Board being established.

The Board of Trustees may at any time, or from time to time, require evidence of continued entitlement to such Social Security Disability Benefit and may at any time, notwithstanding the prior granting of a Disability Pension under the Plan, require that the individual satisfy the provisions of subsection (b) of this Section as a prerequisite to the continuance of the Disability Pension granted under the Plan.

Section 11. Disability Pension Payments. For Participants who become totally disabled prior to January 1, 1996, the Disability Pension shall commence on the Social Security Disability Award date of entitle-

ment. For Participants who become totally disabled on or after January 1, 1996, the Disability Pension shall commence on the first of the month following the date the Participant becomes totally disabled as determined by the Social Security Administration. Disability Pension payments shall continue for as long as such disability continues and the Pensioner remains totally disabled as defined in Section 10.

Section 12. Recovery by a Pensioner on a Disability Pension. If a Pensioner on a Disability Pension loses entitlement to a Social Security Disability Pension, or recovers from a disability, the Pensioner shall report such fact in writing to the Board of Trustees within 30 days of the date he receives notice from the Social Security Administration or the date of such recovery.

A Pensioner on a Disability Pension who is no longer totally disabled may resume employment covered by the Plan and will thereupon resume the accrual of Pension Credit.

Section 13. Eligibility for Service Pension. A Participant may retire on a Service Pension if he meets the following requirements:

- (a) He has attained age 55; and
- (b) he has at least 10 years of Pension Credit; and
- (c) he has earned at least 5 years of Pension Credit as a Plan Office Participant and/or a Guild Office Participant; and
- (d) the sum of his age and years of Pension Credit is at least 75; and
- (e) he was not awarded an Early Retirement Pension prior to April 1, 1991; and
- (f) he was not awarded an Early Retirement Pension under the Screen Actors Guild Employees Retirement Plan prior to January 1, 2004.

Section 14. Amount of Service Pension. The monthly amount of Service Pension is determined in the same way as the monthly amount of the Regular Pension is determined.

Section 15. Conversion from Early Retirement Pension to Disability Pension. Effective January 1, 1996, if a pensioner receiving an Early Retirement Pension is granted a Social Security Disability benefit in accordance with Section 10(a) of this Article III and the Social Security Disability benefit has a date of disability preceding or coincident with the effective date of his Early Retirement Pension, he will be allowed, should he so elect, to convert his Early Retirement Pension to a Disability Pension. The request to change the type of pension must be in writing and filed with the Plan Office along with a copy of the notice of entitlement of Social Security Disability benefits. The effective date of the Disability Pension shall be determined in accordance with Section 11 of this Article III. The amount of the Disability Pension shall be determined in accordance with Section 9 of this Article III and the retroactive increase in monthly benefit amount from the Disability Pension effective date to the date the pension is converted shall be paid in a lump sum. A Pensioner who elects to convert his Early Retirement Pension to a Disability Pension may, at the time of the conversion and with the consent of his spouse, if applicable, change the form of pension he is receiving. A Guild Office Participant is not entitled to benefits under this Section 15 unless the effective date of his Early Retirement Pension is after December 31, 2003.

Section 16. Eligibility for Terminal Illness Benefit.

- (a) A totally disabled Participant who is terminally ill shall be entitled to a Terminal Illness Benefit commencing no earlier than January 1, 1996, if he meets the following requirements:
 - (1) He is younger than age 65;
 - (2) He has accrued at least 10 years of Pension Credit.

- (b) For purposes of this Section 16, a Participant shall be deemed totally disabled if he meets the requirements of Section 10(b) of this Article. A Participant shall be deemed terminally ill upon written certification from a physician legally authorized to practice medicine that the Participant has a life expectancy of less than one year.
- (c) If the Participant is married, the Participant's spouse must consent to a waiver of the 50% Joint and Survivor Pension under Article IV, Section 4 with respect to the portion of the accrued benefit which is paid in accordance with Section 17(a) of this Article, provided however, that with regard to Same-Sex Domestic Partners, such consent will not be required.
- (d) A Participant who elects to receive a Terminal Illness Benefit shall not be eligible to retire on a Disability Pension.

Section 17. Amount of Terminal Illness Benefit.

- (a) The amount of the Terminal Illness Benefit shall be an amount equal to one-half of the Death Before Retirement benefit described in Article V, Section 1(a) which would have been payable if the Participant had died on the date the Trustees determined the Participant was entitled to a Terminal Illness Benefit. The Terminal Illness Benefit shall be paid in a single lump sum payment. The remainder of the Participant's accrued benefit

shall be paid in accordance with subsections (b) and (c) below.

- (b) If a Participant receives a Terminal Illness Benefit and dies prior to the commencement of benefits under subsection (c) below, then the Participant's beneficiary or spouse shall be entitled to death benefits under Article IV, Section 4 or Article V, Section 1, whichever is applicable. The amount of any death benefit payable under Article V, Section 1 shall be reduced by the amount of the Terminal Illness Benefit lump sum that was paid. If benefits are payable under Article IV, Section 4 on the date of death, the 50% Joint and Survivor Pension otherwise payable shall be reduced by the actuarial equivalent of the Terminal Illness Benefit lump sum which was paid.
- (c) If a Participant receives a Terminal Illness Benefit, the remainder of his accrued benefit shall be payable as a Regular, Early Retirement, Vested or Service Pension (whichever he elects) when he is otherwise eligible for such pension and if he is then alive. The amount of the Participant's pension shall be reduced by the actuarial equivalent of the lump sum Terminal Illness Benefit which was paid.
- (d) For purposes of this Section, actuarial equivalence shall be determined on the basis of the assumptions for disability pensions contained in Article VII, Section 3(a)(3).

ARTICLE III-A. Pro Rata Pension

Section 1. Purpose. Pro Rata Pensions are provided under this Plan for Participants who would otherwise be ineligible for a pension because their years of employment have been divided between employment creditable under this Plan and employment creditable under the Motion Picture Industry Pension Plan.

Section 2. Related Service Credit. The term “Related Service Credit” means service credit accumulated by a Participant under the Motion Picture Industry Pension Plan. The Trustees shall compute Related Plan Service Credits on the basis on which that credit has been earned under the Motion Picture Industry Pension Plan and certified by that Plan to this Plan.

Section 3. Combined Service Credit. The term “Combined Service Credit” means the total Related Service Credit plus Pension Credit accumulated under this Plan by a Participant.

Section 4. Eligibility for a Pro Rata Pension. A Participant who has retired shall be eligible for a Pro Rata Pension if he or she meets the following requirements:

- (a) he or she would be eligible for a Regular, Disability or Early Retirement Pension under this Plan were his or her Combined Service Credit treated as Pension Credit under this Plan; and
- (b) he or she has earned at least five years of Pension Credit under this Plan and five years of Related Service Credit; and
- (c) he or she has earned, after January 1, 1992, at least one year of Current Service Credit under this Plan.

Section 5. Breaks in Service. Credit earned prior to a Permanent Break in Service under this Plan or the Motion Picture Industry Pension Plan shall not be counted in determining the Participant’s Pro Rata Pension.

Section 6. Amount of the Pro Rata Pension. The monthly amount of the Pro Rata Pension is determined in the same way as the Regular, Early Retirement or Disability Pension based only on the Pension Credit earned under this Plan and excluding Related Service Credit.

Section 7. Payment. Payment of a Pro Rata Pension shall be subject to all the conditions applicable to the other types of pensions under this Plan. Pro Rata payments subject to this Article shall be limited to: (a) monthly pension payments to a Pensioner and, if applicable, his surviving spouse or Beneficiary; or (b) death benefits payable in accordance with Article V.

Section 8. Death Before Retirement. If a Participant dies before retirement, Related Service Credit may be used for purposes of determining eligibility for the Death Before Retirement Benefit under Article V, Section 1 or the 50% Joint and Survivor Pension under Article IV, Section 4 provided he or she has earned at least:

- (a) five years of Pension Credit under this Plan, including one year of Current Service Credit after January 1, 1992; and
- (b) five years of Related Service Credit.

ARTICLE IV. 50% Joint and Survivor Pension

Section 1. General. The 50% Joint and Survivor Pension provides a lifetime pension for the married Participant plus a lifetime pension for his (or her) surviving legal spouse, starting after the death of the Participant or Pensioner. The monthly amount payable to the surviving legal spouse is one-half the monthly amount payable to the Participant or Pensioner. When a 50% Joint and Survivor Pension is in effect, the monthly amount of pension earned is reduced in accordance with the provisions of Section 5 from the full amount otherwise payable.

Each Participant shall be provided with a written general description of the 50% Joint and Survivor Pension, the circumstances under which it will be provided unless the Participant has elected not to have benefits provided in that form, the availability of such election, a general explanation of the relative financial effect on a Participant's pension of such election, the availability of additional information and how such additional information may be obtained. This information shall be provided at least 30 days but not more than 180 days before the Participant's Annuity Starting Date.

Section 2. Effective Date. The provisions of this Article apply only to pensions which are effective on or after January 1, 1976.

Section 3. Upon Retirement.

- (a) A pension shall be paid in the form of a 50% Joint and Survivor Pension to a married Participant unless the Participant has filed with the Trustees in writing a timely rejection of that form of Pension, subject to all the conditions of this Section.
- (b) A married Participant may reject the 50% Joint and Survivor Pension (or revoke a previous rejection) at any time during the period not more than 180 days prior to the Annuity Starting Date or less than 30 days after the Participant receives the written explanation and information described in Section 1 of this Article. A Participant shall in any event have the right to exercise this choice up to 180 days after he has been advised by the Trustees of the effect of such choice on his pension.

Section 4. Before Retirement. If a married Participant dies at a time when he has met the eligibility requirements for a Vested Pension in accordance with Section 6(a) of Article III, but before the Annuity Starting Date of the Participant's pension, a pension shall be paid to his surviving legal spouse.

- (a) Subject to subsection (b) below, the surviving legal spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the pre-retirement 50% Joint and Survivor Pension to which he or she is entitled on or after the earliest date on which the Participant could have retired and begun receiving pension benefits. Payments shall begin as of the surviving legal spouse's Annuity Starting Date, determined under Section 26 of Article I. If the Trustees confirm the identity and whereabouts of a surviving legal spouse who has not applied for benefits by Normal Retirement Age or, if later, the first of the month following the Participant's death, payments to that surviving legal spouse (subject to the provisions of Article VIII, Section 7) will begin automatically as of that date.
- (b) (1) If a Participant dies before reaching Normal Retirement Age, any pre-retirement 50% Joint and Survivor Pension with respect to that Participant shall be paid starting as of no later than the first day of the month following the day the Participant would have reached Normal Retirement Age; provided, however, that with regard to Same-Sex Domestic Partners, those benefits shall be paid on the first day of the calendar month following the Participant's death.
- (2) If a Participant dies on or after Normal Retirement Age, any pre-retirement 50% Joint and Survivor Pension with respect to that Participant, whether payable to a non-spouse designated Beneficiary, a surviving legal spouse or a Same-Sex Domestic Partner, shall be paid starting as of the first day of the month following the Participant's death.

- (3) Subject to Article VIII, Section 7 regarding small-benefit cashouts and Article V, Section 1(b) regarding alternate forms of payment, the pre-retirement 50% Joint and Survivor Pension shall be payable to the non-spouse designated Beneficiary, surviving legal spouse or Same-Sex Domestic Partner over the remainder of that individual's life.
- (c) The monthly amount payable to the contingent annuitant of a 50% Joint and Survivor Annuity shall be determined as follows:
- (1) If such Participant's death occurs after he has satisfied the requirements for an Early Retirement Pension, the amount of such 50% Joint and Survivor Pension shall be calculated as if the Participant had retired on a 50% Joint and Survivor Pension on the day before his death.
 - (2) If such Participant's death occurs before he has satisfied the requirements for an Early Retirement Pension, the amount of such 50% Joint and Survivor Pension shall be determined as if the Participant had terminated employment on his date of death, survived until his earliest retirement date, retired on a 50% Joint and Survivor Pension on his earliest retirement date, and then died on the day he reached his earliest retirement date.
 - (3) In the event the contingent annuitant elects to delay commencement of the pre-retirement 50% Joint and Survivor Pension to a date later than the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the eligible spouse's Annuity Starting Date.
- (d) In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

Section 5. Adjustment of Pension Amount. When a 50% Joint and Survivor Pension becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following:

- (a) For an Annuity Starting Date prior to February 1, 2006, the pension amount shall be adjusted as follows:
 - (1) **Non-Disability Pensions.** If payment of a pension, other than a Disability Pension, is to be made in the form of a 50% Joint and Survivor Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 91.0 percent minus .4 percentage points for each year the spouse's age is less than the Participant's age or plus .4 percentage points for each year the spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
 - (2) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a 50% Joint and Survivor Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 83.0 percent minus .4 percentage points for each year the spouse's age is less than the Participant's age or plus .4 percentage points for each year the spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
- (b) For an Annuity Starting Date on or after February 1, 2006, the pension amount shall be adjusted by

"Earliest retirement date" means the earliest date at which the Participant would have become eligible for an Early Retirement Pension, a Regular Pension, or a Vested Pension based on his years of Vesting Service and Pension Credit at his date of death."

multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%. However, in no event shall the resulting amount be less than the pension amount accrued through January 31, 2006 reduced according to the basis set forth in Section 5(a) above.

Section 6. Additional Conditions.

- (a) In the event the Participant dies before retirement, the 50% Joint and Survivor Pension shall not be payable unless the Participant and his legal spouse have been married throughout the one-year period ending on the Participant's date of death.
- (b) The 50% Joint and Survivor Pension shall not be payable unless the Participant and his legal spouse are married on the Annuity Starting Date of the Participant's Pension.
- (c) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his pension payments commenced as to whether he or she is legally married. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of the misrepresentation.
- (d) Any written election, rejection or revocation (including any change of a previous choice) made under Article IV shall not take effect unless (a) the

spouse of the Participant consents in writing to such election, (b) such election designates a Beneficiary (or a form of benefit) which may not be changed without spousal consent (or the consent of the spouse expressly permits designations by the Participant without any requirement of further consent by the spouse), and (c) the spouse's consent acknowledges the effect of such election and is witnessed by a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.

- (e) Election or revocation may not be made or altered after payment of the pension has commenced.
- (f) The rights of a prior spouse or other family member to any share of a Participant's pension as set forth under a "qualified domestic relations order" as defined by Section 206(d)(3) of ERISA, shall take precedence over any claims of the Participant's spouse at the time of retirement or death.

Section 7. Continuation of 50% Joint and Survivor Pension Form. The monthly amount of the 50% Joint and Survivor Pension, once it has become payable shall not be increased if the spouse is subsequently divorced from the Pensioner or if the spouse predeceases the Pensioner.

ARTICLE V. Death Benefit

Benefits provided by this Article shall not be payable if payments were due under the Joint and Survivor Option or the Ten-Year Certain Option.

Section 1. Death Before Retirement.

- (a) **Death Before Age 65.** In the event a Participant with at least five years of Pension Credit (or at least eight years of Pension Credit including, for purposes of this Section (1)(a) only, any years of Pension Credit which were otherwise lost due to a Permanent Break in Service) dies before retirement and before he has attained age 65, a lump sum Death Benefit equal to four times the annual Current Service Benefit which the Participant had accumulated at the time of his death, but not less than \$1,500, shall be paid to his designated Beneficiary, or the person or persons selected in accordance with Section 4 of this Article. The designated beneficiary, or the person or persons selected in accordance with Section 4 of this Article may elect, within ninety (90) days after being given written notice by the Plan, to received this Death Benefit in equal monthly installments over a period not to exceed sixty (60) months, rather than in a single lump sum.
- (b) **Death After Age 65.** If a Participant dies before retirement at a time when he has met the requirements for a Regular Pension, sixty monthly payments shall be made to his designated Beneficiary or the person or persons selected in accordance with Section 4 of this Article in an amount equal to the Regular Pension to which he would have been entitled had he retired and made application for a pension. The designated Beneficiary or the person or persons selected in accordance with Section 4 of this Article may elect, within ninety (90) days after being given written notice by the Plan, to receive these benefits in a single lump sum payment, rather than sixty (60) monthly installments.

In the event a Participant with at least five years of Pension Credit (or at least eight years of Pension Credit including, for purposes of this Section (1)(b) only, any years of Pension Credit which were otherwise lost due to Permanent Break in Service) but less than ten years of Pension Credit, dies before retirement and is 65 or older, a lump sum Death Benefit equal to four times the annual Current Service Benefit which the Participant had accumulated at the time of his death, but not less than \$1,500 shall be paid to his designated Beneficiary, or the person or persons selected in accordance with Section 4 of this Article. The designated beneficiary, or the person or persons selected in accordance with Section 4 of this Article may elect, within ninety (90) days after being given written notice by the Plan, to receive this Death Benefit in equal monthly installments over a period not to exceed sixty (60) months, rather than in a single lump sum.

- (c) Benefits provided by this Section 1 shall not be payable if payments were due under the 50% Joint and Survivor Pension, unless the deceased Participant's surviving spouse elects, within ninety (90) days after being given written notice from the Plan, to receive these benefits instead of the 50% Joint and Survivor Pension. However, if the surviving spouse elects to receive benefits provided by this Section 1 instead of the 50% Joint and Survivor Pension and if the actuarial present value of the 50% Joint and Survivor Pension is greater than the amount of the lump sum payment under subsection (a) above or the actuarial present value of the 60 monthly payments under subsection (b) above, whichever is applicable, then the actuarial present value of the 50% Joint and Survivor Pension shall be paid to the surviving spouse as follows:
- (1) If benefits are payable under subsection (a), then the amount of the lump sum benefit shall be increased so that the total amount of the lump sum benefit is equal to the actuarial present value of the 50% Joint and Survivor Pension.

- (2) If the benefits are payable under subsection (b) above, then the monthly amount of the 60 monthly payments shall be increased so that the total amount of the 60 monthly payments is equal to the actuarial present value of the 50% Joint and Survivor Pension. The actuarial present value of the 50% Joint and Survivor Pension shall be determined in accordance with (i), (ii), or (iii) below, depending on the Participant's Annuity Starting Date.
- (i) For an Annuity Starting Date prior to January 1, 2000, the actuarial present value of the 50% Joint and Survivor Pension shall be determined on the basis of the 1971 Group Annuity Mortality Table for Males blended 40% with no set back and 60% set back seven years. The interest assumption for the 50% Joint and Survivor Pension and the 60 monthly payments under subsection (b) above, shall be equal to the rate promulgated by the U.S. Pension Benefit Guaranty Corporation for lump sum distributions, effective as of January 1, of the calendar year that includes the Participant's Annuity Starting Date.
- (ii) For an Annuity Starting Date on or after January 1, 2000, but before January 1, 2002, the actuarial present value of the 50% Joint and Survivor Pension shall be determined on the basis of (A) or (B) below, whichever produces the greater actuarial present value:
- (A) The actuarial present value determined on the basis set forth in Section 1(c)(2)(i) above, but using the interest rate promulgated by the U.S. Pension Benefit Guaranty Corporation for lump sum distributions, effective as of the December 1 preceding the calendar year that includes the Participant's Annuity Starting Date.
- (B) The actuarial present value determined on the basis of the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3) that is based on the prevailing commissioners' standard table (described in Code Section 807(d)(5)(A) and Revenue Ruling 95-6, 1995-1 C.B. 80) used to determine reserves for group annuity contracts issued on the Annuity Starting Date. The interest rate shall be equal to the lesser of 7% per annum or the annual rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service under Code Section 417(e)(3) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (iii) For an Annuity Starting Date on or after January 1, 2002, but before January 1, 2008, the actuarial present value of the 50% Joint and Survivor Pension shall be determined on the basis set forth in Section 1(c)(2)(ii)9B) above.
- (iv) For an Annuity Starting Date on or after January 1, 2008, but before January 1, 2011, the actuarial present value of the 50% Joint and Survivor Pension shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (v) For an Annuity Starting Date during 2011, the actuarial present value of the 50% Joint and Survivor Pension shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code

Section 417(e)(3)(C) for August 2010 or November 2010, whichever is more favorable to the participant.

- (vi) For an Annuity Starting Date on or after January 1, 2012, the actuarial present value of the 50% Joint and Survivor Pension shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of August immediately preceding the Plan Year which contains the Annuity Starting Date.
- (d) If the surviving spouse dies before making the election allowed in subsection (c) and before receiving any payment under the 50% Joint and Survivor Pension, a 50% Joint and Survivor Pension in the amount accrued over the period of survival of the surviving spouse shall be paid to the estate of the surviving spouse; provided, however, that if the personal representative of the surviving spouse's estate gives a written waiver of such benefit, a death benefit may be paid under subsection (a) or subsection (b) (depending on the Participant's age at death) to the person or persons designated by the Participant as secondary Beneficiary or Beneficiaries or to the person or persons selected in accordance with Section 4 of this Article if no secondary Beneficiary was designated by the Participant.
- (e) If a married Participant dies at a time when he has met the age and service requirements for a pension in accordance with Article III, but before the Annuity Starting Date of his pension, his surviving legal spouse may elect to receive the monthly amount that such spouse would have received had the participant retired on the day before his death and had elected the 100% Joint and Survivor Option as described in Section 1 of Article VII with his spouse named as the Contingent Annuitant. This

benefit shall not be payable unless the Participant and his legal spouse have been married throughout the one-year period ending on the Participant's date of death. If benefits under this subsection are elected, no other Death Benefit is payable.

Section 2. Death After Retirement. In the event a Pensioner receiving a Regular, Early Retirement, Disability, Service, Vested or Pro Rata Pension dies before receiving 60 monthly payments, monthly payments shall be continued to the retired Participant's Beneficiary, or the person or persons selected in accordance with Section 4 of this Article, until a total of 60 monthly payments have been paid to the Pensioner and his Beneficiary, or persons selected in accordance with Section 4 of this Article, combined.

Benefits provided by this Section 2 shall not be payable if payments were due under the 50% Joint and Survivor Pension, Joint and Survivor Option or Ten-Year Certain Option.

Section 3. Designation of Beneficiary. A Participant or Pensioner may designate a Beneficiary or Beneficiaries to receive any payments due and payable but not actually paid prior to the death of the Pensioner or any benefits provided in accordance with this Article V or Section 2 of Article VII by forwarding such designation on a form acceptable to the Plan Trustees. A Participant or Pensioner shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no such change shall be effective or binding on the Plan Trustees unless it is received by the Plan Trustees prior to the time any payments are made to the Beneficiary whose designation is on file with the Plan Trustees. Any payments due and payable but not actually paid prior to the death of the Pensioner or any benefit provided in accordance with Article V or Section 2 of Article VII shall be paid to such designated Beneficiary. If such designated Beneficiary, who has survived the Participant or Pensioner and is entitled to the benefits, dies prior to the receipt of the payment of benefits, such benefits shall be paid in accordance with the procedure provided in Section 4 of this Article.

Section 4. Lack of Beneficiary. If no Beneficiary is designated by a Participant, or if no designated Beneficiary survives the Participant or Pensioner, or if the designated Beneficiary survives but then dies prior to having received all of the payments which otherwise would have been payable to him, then any portion of the benefits provided under this Article V or Section 2 of Article VII which remains unpaid at the time of the Participant's death, or, in case it is the Beneficiary who has died, at the time of the Beneficiary's death, shall be paid to the first surviving class of the following classes of successive preference Beneficiaries: The Participant's or Pensioner's (a) widow or widower; (b) surviving children (including by right of representa-

tion the issue of any deceased child or children); (c) surviving parents; (d) surviving brothers and sisters; (e) any other person or persons who is an object of natural bounty of the deceased as selected by the Plan Trustees.

Section 5. Effect of Qualified Domestic Relations Order. The rights of a prior spouse or other family member to any share of a Participant's benefit as set forth under a "qualified domestic relations order" as defined in Section 206(d)(3) of ERISA, shall take precedence over any claims of the beneficiary or other person entitled to benefits under this Article, at the time of the Participant's death.

For more information on the Pension Plan, please visit:

www.sagph.org

Screen Actors Guild – Producers Pension Plan

ARTICLE VI. Earnings Credit, Pension Credit And Vesting Service

Section 1. Earnings Credit.

- (a) **Credit for Earnings Received Prior to January 1, 1961 (Prior Service Earnings).** A Participant will receive Prior Service Earnings Credit for all payments up to but not exceeding \$200,000 on account of earnings received during any one Calendar Year including residuals and/or deferred payments received prior to January 1, 1961 as a result of employment as an Actor in the motion picture industry by (1) a Producer who was at the time of such employment a signatory to a Collective Bargaining Agreement with SAG and who would have been required to make contributions to the Plan had the Plan been in effect or (2) a Producer who was required to make contributions to the Plan in the Calendar Year 1960 in accordance with the applicable Collective Bargaining Agreements. All Prior Service Earnings Credits shall be attributed to the Calendar Year in which such payments were made. If the Plan Trustees determine that a Participant had earnings which would have been counted in computing Prior Service Earnings Credit had they been paid when due, but which were not paid solely because of the financial inability of the Producer to pay the same, such earnings shall be included in computing Prior Service Earnings Credit as though they had been actually paid and shall be attributed to the Calendar Year in which they were due.
- (b) **Credit for Earnings Received on or after January 1, 1961 (Current Service Earnings).** Subject to the limits described in Article VIII, Section 18, a Participant will receive Current Service Earnings Credit for all payments on account of earnings, including residuals and/or deferred payments, received on or after January 1, 1961 as the result of employment as an Actor in the motion picture industry for which contributions are required to be made under a Collective Bargaining Agreement with SAG. For purposes of determining whether earnings are attributable to particular employer, the aggregation rules of Code Sections 414(b), (c), (m), (n) and (o) shall be applied.

All Current Service Earnings Credit shall be attributable to the Calendar Year in which such payments were made or should have been made except that, Current Service Earnings Credit resulting solely from deferred payments, including payments deferred under the Screen Actors Guild-Producers Pension Plan 401(k) Plan, the Screen Actors Guild-Producers Pension Plan Section 457 Deferred Compensation Plan or the Screen Actors Guild-Producers Pension Plan Section 457(f) Excess Deferred Compensation Plan, shall be attributable to the Calendar Year during which the employment producing such deferred payments was performed. Moreover, Participants shall earn Current Service Earnings Credit for benefits paid from the Screen Actors Guild-Producers Executive Deferred Compensation Plan, in the calendar year in which the benefit is paid.

In addition to the foregoing, with respect to theatrical motion pictures, principal photography of which started after January 31, 1966, but prior to July 1, 1971, a Participant will receive Current Service Earnings Credit for all amounts, if any, which would have been paid to such Participant as a result of employment as an Actor in the motion picture industry, had 50% of the Distributor's Gross Receipts from the exhibition of any such motion picture in Supplemental Markets (as defined in Section 3B. of the PRODUCER-SCREEN ACTORS GUILD MEMORANDUM AGREEMENT OF 1971) been included as Distributor's Gross Receipts under the revised theatrical formula applied as set forth in Section 4A. of said PRODUCER-SCREEN ACTORS GUILD MEMORANDUM AGREEMENT OF 1971, and subject to the "no duplication" provisions of Section 4C. thereof. Such Credit shall be given, although no payment of compensation is made with respect to income from this source, provided contributions are required to be made with respect to such Distributor's Gross Receipts under a Collective Bargaining Contract with SAG.

- (c) **Credit for Earnings in Contiguous Non-Covered Service.** In computing Earnings Credit for purposes of Section 3(b) of this Article only, earnings received by a Participant from a Producer as a result of Contiguous Non-Covered Service, shall be deemed earnings received as a result of employment as an Actor in the Motion Picture Industry.
- (d) **Non-Credited Earnings.** Earnings of residuals and/or deferred payments received on or after January 1, 1961 as a result of employment prior thereto and on which no contributions are required to be made to the Plan will not be credited for any purpose.
- (e) **Differential Wage Payments.** Effective January 31, 2008, differential wage payments (as defined by Code Section 3401(h)(2)) shall be taken into account in computing Earnings Credit under the Plan.

Section 2. Pension Credit.

- (a) **General.** A Participant's total years of Pension Credit shall be the sum of his Prior Service Credit, Current Service Credit and Military Service Credit, if any.
- (b) **Prior Service Credit.** A Participant shall be entitled to Prior Service Credit for each of the Calendar Years 1937 to 1960, both inclusive, with respect to which he has received Earnings Credit of at least \$2000. In no event, however, shall a Participant be entitled to more than 20 years of Prior Service Credit.
- (c) **Current Service Credit.** A Participant shall be entitled to one year of Current Service Credit for each Calendar Year after the 1960 Calendar Year in which he Completed 12 months of employment, except that no Current Service Credit will be allowed for any year prior to 1976 in which the Participant's Earnings Credit resulted solely from residuals unless:
- (1) the Participant has at least 10 years of Pension Credit (made up of any combination of Prior Service Credit and Current Service Credit); and
 - (2) in each of the years after 1960 which are included in such 10 years of Pension Credit, he shall have received some payment for current services for which contributions are payable to the Plan.

Initially, a Participant shall be deemed to have completed one month of employment for each \$166.67 of Earnings Credit in a Calendar Year, but this dollar figure may be adjusted from time to time in accordance with a schedule to be prepared by the Trustees for this purpose. A Participant who had both attained age 55 and earned at least 5 but less than 10 Pension Credits as of January 1, 1996 will continue to earn Pension Credit, based on the dollar figure in effect for Calendar Year 1995, through the earlier of December 31, 2002 or the year in which he has earned a total of 10 Pension Credits, after which time he will earn Pension Credit based on the dollar figure then in effect. A Participant who had earned at least 3 but less than 10 Pension Credits as of January 1, 1999 will continue to earn Pension Credit, based on the dollar figure in effect for Calendar Year 1998, through the earlier of December 31, 2002 or the year in which he has earned a total of 10 Pension Credits, after which time he will earn Pension Credit based on the dollar figure then in effect. In no event shall a Participant be deemed to have completed more than twelve months of employment in any Calendar Year.

A Participant who is not a Plan Office Participant or Guild Office Participant who fails to complete 12 months of employment in a Calendar Year after 1998 but who completes at least 60 days of employment in a Calendar Year before 2003, or at least 70 days of employment in a Calendar Year after 2002, shall nevertheless be entitled to one Pension Credit for such Calendar Year, provided that any Pension Credits awarded under this alternative

“days of employment” provision shall not be used for purposes of satisfying the eligibility requirements for a minimum pension, an Early Retirement Pension, a Disability Pension, an Occupational Disability Pension, or Terminal Illness Benefit.

(d) **Military Service Credit.**

(1) A Participant whose reemployment following military service commenced prior to December 12, 1994, who has accumulated less than a total of 10 years of Prior Service Credit and Current Service Credit and who received less than the minimum annual Earnings Credit during a particular Calendar Year in which he served in the Armed Forces of the United States during the years after 1939 shall be entitled to one year of Military Service Credit for each such Calendar Year up to a maximum of three years of Military Service Credit, or 10 years of total Pension Credit, whichever is first achieved, provided:

- (i) He had some employment and earnings as a motion picture Actor in each of two years prior to such military service; and
- (ii) His discharge from such military service was under a condition other than dishonorable.

For purposes of this Section 2(d)(1), the term “minimum annual Earnings Credit” means the minimum amount of Earnings Credit required under Article VI, Section 2(c) to earn a year of Current Service Credit.

(2) A Participant whose reemployment following Uniformed Service commences on or after December 12, 1994 will earn Military Service Credit for Qualified Uniformed Service in the same manner as Current Service Credit. For these purposes:

- (i) The term “Uniformed Service” shall mean the period of time an Employee spends in uniformed services as further defined in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, 38 U.S.C. §4301, et seq.

(ii) Such Uniformed Service shall be Qualified Uniformed Service only if:

- (A) The Participant worked under a SAG Collective Bargaining Agreement in the 12 month period immediately preceding the Uniformed Service; and
- (B) Such Uniformed Service ended honorably; and
- (C) The Participant returns to work under a SAG Collective Bargaining Agreement within one year of concluding Uniformed Service or within such additional period as may be necessitated by hospitalization or convalescence due to illness or injury incurred or aggravated in the performance of service in the Uniformed Service.

(iii) In addition to Earnings Credit calculated in accordance with Article VI (“Actual Earnings Credit”), a Participant shall be credited with Imputed Earnings Credit during the period he serves in Qualified Uniformed Service. Such Imputed Earnings Credit shall be based on the Participant’s Actual Earnings Credit during the 12-month period immediately preceding such Qualified Uniformed Service reduced by the Actual Earnings Credit credited to the participant during that period of Qualified Uniformed Service.

(iv) Qualified Uniformed Service will be limited to 5 years of Uniformed Service, not counting any periods of Uniformed Service for training and involuntary active duty extensions or where required to complete an initial period of obligated Uniformed Service.

(3) Earnings Credit determined under Section 2(d)(2)(iii) of this Article shall also be used in determining a Participant’s Vesting Service under Section 3 of this Article, and in determining whether the Participant incurred a One-Year Break in Service under Article I, Section 28.

- (e) **Military Service Further Defined.** Military Service for which Military Service Credit is allowable under Section 2(d) of this Article shall also include service during the Second World War in the armed forces of a nation that was allied with the United States during said war.
- (f) **Current Service Credit for Plan Office Participant or Guild Office Participant effective January 1, 2004.** Effective January 1, 2004, a Participant who is a Plan Office Participant or Guild Office Participant shall be entitled to Current Service Credit for each Calendar Year after December 31, 2003 in which such Participant (1) earns the "minimum annual Earnings Credit" as specified under Article VI, Section 2 (c), or (2) is credited with 1,000 or more Hours of Service.
- (g) **Current Service Credit for Guild Office Participant Prior to January 1, 2004.** A Guild Office Participant will be credited with Current Service Credit prior to January 1, 2004 equal to Years of Credited Service he had earned as provided under the terms of the Guild Plan.

Section 3. Years of Vesting Service. A Participant shall be credited with one year of Vesting Service for:

- (a) Each Calendar Year between January 1, 1937 and December 31, 1960, during which the Participant earned one year of Prior Service Credit; and
- (b) Each Calendar Year after December 31, 1960, during which the Participant receives Earnings Credit, as provided in Section 1(b) and 1(c) of this Article, equivalent to twelve months of employment.

A Participant shall be deemed to have completed one month of employment for each \$166.67 of Earnings Credit in a Calendar Year, which dollar figure may be adjusted from time to time in accordance with a schedule to be prepared by the Trustees for this purpose. No such adjustment shall be deemed a direct or indirect change in the vesting

schedule which would require a Participant election. A Participant who had both attained age 55 and earned at least 5 but less than 10 Pension Credits as of January 1, 1996 will continue to earn Vesting Service, based on the dollar figure in effect for Calendar Year 1995, through the earlier of December 31, 2002 or the year in which he has earned a total of 10 years of Vesting Service, after which time he will earn Vesting Service based on the dollar figure then in effect. A Participant who had earned at least 3 but less than 10 Pension Credits as of January 1, 1999 will continue to earn Vesting Service, based on the dollar figure in effect for Calendar Year 1998, through the earlier of December 31, 2002 or the year in which he has earned a total of 10 years of Vesting Service, after which time he will earn Vesting Service Credit based on the dollar figure then in effect. In no event shall a Participant be deemed to have completed more than twelve months of employment in any Calendar Year.

A Participant who is not a Plan Office Participant or Guild Office Participant who fails to complete 12 months of employment in a Calendar Year after 1998 but who completes at least 60 days of employment in a Calendar Year before 2003, or at least 70 days of employment in a Calendar Year after 2002, shall nevertheless be entitled to one year of Vesting service for such Calendar Year.

- (c) Notwithstanding any other provision of the Plan, effective on January 1, 2004, a Participant who is a Plan Office Participant or Guild Office Participant shall be entitled to a year of Vesting Service for each calendar year in which such Participant (1) earns the "minimum annual Earnings Credit" as specified under Article VI, Section 2 (c), or (2) is credited with 1,000 or more Hours of Service.
- (d) For purposes of determining years of Vesting Service prior to January 1, 2004, a Guild Office Participant will be credited with years of Vesting Service under the terms of the Guild Plan.

ARTICLE VII. Optional Forms Of Pension

Section 1. Joint and Survivor Options. Benefits provided by this Section shall not be payable if payments are due under the 50% Joint and Survivor Pension.

In lieu of the pension otherwise payable to him a Participant may elect to receive a Joint and Survivor Option with his monthly pension reduced but with 100% or 75% of such monthly pension continuing after his death for the lifetime of a Contingent Annuitant named by him, subject to the provisions of Section 5 of Article VIII. The 75% Joint and Survivor Option is only available for Annuity Starting Dates on or after January 1, 2008.

(a) When a 100% Joint and Survivor Option becomes effective, the amount of the Participant's monthly pension will be reduced in accordance with the following:

(1) For an Annuity Starting Date prior to February 1, 2006, the pension amount shall be adjusted as follows:

(i) **Non-Disability Pensions.** If payment of a pension, other than a Disability Pension, is to be made in the form of a 100% Joint and Survivor Option, the pension amount shall be adjusted by multiplying it by the following percentage: 83.0 percent minus .5 percentage points for each year the Contingent Annuitant's age is less than the Participant's age or plus .5 percentage points for each year the Contingent Annuitant's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

(ii) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a 100% Joint and Survivor Option, the pension amount shall be adjusted by multiplying it by the following percentage: 68.0 percent minus .5 percentage points for each year the Contingent Annuitant's age is less than the Participant's age or

plus .5 percentage points for each year the Contingent Annuitant's age is greater than the Participant's age; provided, however that in no event shall the resulting percentage be greater than 100.0 percent.

(2) For an Annuity Starting Date on or after February 1, 2006, the pension amount shall be adjusted by multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%. However, in no event shall the resulting amount be less than the pension amount accrued through January 31, 2006 reduced according to the basis set forth in Section 1(a)(1) above.

The Joint and Survivor Option shall not be payable if it would result in a monthly benefit of less than \$30 to the Participant.

(b) When a 75% Joint and Survivor Option becomes effective, the amount of the Participant's monthly pension will be adjusted by multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%. The 75% Joint and Survivor Option shall not be payable if it would result in a monthly benefit of less than \$30 to the Participant. The 75% Joint and Survivor Option shall not be payable for Annuity Starting Dates prior to January 1, 1008.

(c) Election of the Joint and Survivor Option shall be subject to the following conditions:

(1) It must be made in writing in a form prescribed by the Plan Trustees and filed with the Plan Trustees prior to the date the first pension payment is made.

(2) The Joint and Survivor Option shall take effect only if the Participant and his Contingent Annuitant are both alive on the date when it is to take effect.

- (d) Once elected the Joint and Survivor Option may not be revoked, except under the following conditions:
- (1) Revocation must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Trustees prior to the date the first pension payment is made.
 - (2) The Option shall be automatically revoked if the Contingent Annuitant dies or (if the Contingent Annuitant is the Participant's spouse) is divorced from the Participant before a pension in the optional form becomes payable. In such event, the Participant may continue the Option if within 90 days of such an event he makes a choice of another Contingent Annuitant and communicates it to the Plan Trustees in writing.
- (e) Notice will be provided by the Plan to the Participant including an explanation of the relative value of the optional forms of benefits provided hereunder.

Section 2. Ten-Year Certain Option. Benefits provided by this Section shall not be payable if payments are due under the 50% Joint and Survivor Pension.

In lieu of the Pension otherwise available to him a Participant who is eligible to receive a Regular, Early Retirement, Vested, Service or Pro Rata Pension, may elect to receive a Ten-Year Certain Option whereby the amount of his monthly pension will be reduced but will continue, after his death, to his Beneficiary if he dies before receiving 120 monthly pension payments. Payments to his Beneficiary will continue until an aggregate of 120 payments have been made to the Pensioner and his Beneficiary.

- (a) When a Ten-Year Certain Option becomes effective, the pension amount shall be adjusted by multiplying it by the appropriate factor for the Participant's age in accordance with the table on the right. Months as well as years of attained age shall be taken into account, and the factor for each month in excess of an attained age shall be interpolated from the table.

Age of Participant on Effective Date	Factor
55	98.20%
56	98.01
57	97.80
58	97.56
59	97.29
60	96.98
61	96.64
62	96.25
63	95.81
64	95.33
65	94.79
66	94.20
67	93.55
68	92.86
69	92.12
70	91.32
71	90.46
72	89.54
73	88.55
74	87.50
75	86.37
76	85.19
77	83.96
78	82.69
79	81.41
80	80.10
81	78.80
82	77.49
83	76.21
84	74.95
85	73.72
86	72.54
87	71.39
88	70.29
89	69.23
90	68.20

The Ten-Year Option shall not be available if it would result in a monthly Pension of less than \$30 to the Participant, nor shall it be available if the life expectancy of the Participant, or the life expectancy of the Participant and his Beneficiary is less than 10 years.

- (b) Election of the Ten-Year Certain Option must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Trustees prior to the date the first pension payment is made.
- (c) The Ten-Year Certain Option may be revoked by a Participant at any time provided that such revocation must be made in writing on a form prescribed by the Plan Trustees and filed with the Plan Trustees prior to the effective date of the pension.

Section 3. Partial Lump Sum Payment Option.

Benefits provided by this Section shall not be payable if payments are due under the 50% Joint and Survivor Pension.

In lieu of the pension otherwise payable to him a Participant may elect to receive a Partial Lump Sum Payment Option whereby he receives a lump sum payment upon retirement with monthly payments continuing thereafter in accordance with a 50% Joint and Survivor Pension, a Five-Year Certain Pension, a Joint and Survivor Option or a Ten-Year Certain Option, whichever he elects.

- (a) When a Partial Lump Sum Payment Option becomes effective the amount of the Participant's benefit shall be determined as follows:
 - (1) The Partial Lump Sum Payment shall be equal to twelve times the monthly payment the Participant would have received on his Annuity Starting Date under the Five-Year Certain form of payment.
 - (2) The Participant's monthly benefit payable thereafter shall be reduced to reflect the Partial Lump Sum Payment described in paragraph (1) above. The amount of the reduction shall be

equal to the actuarial equivalent of the Partial Lump Sum Payment based on the Participant's age on the Annuity Starting Date and the actuarial assumptions outlined in paragraph (3) of this subsection (a). The Participant may elect to receive his reduced monthly benefit in any of the forms of payment provided by the Plan, subject to all of the requirements applicable to such forms of payment.

- (3) (i) For a Partial Lump Sum Payment option with an Annuity Starting Date prior to January 1, 2000, the actuarial equivalent of a nondisability pension shall be determined on the basis of the 1971 Group Annuity Mortality Table for Males, blended 60% with no set back and 40% set back seven years. The actuarial equivalent of a disability pension shall be determined on the basis of 60% of the PBGC Mortality Table for disabled males receiving Social Security benefits and 40% of the PBGC Mortality Table for disabled females receiving Social Security benefits. The interest rate shall be equal to the lesser of 7 percent per annum or the rate promulgated by the Pension Benefit Guaranty Corporation, effective as of January 1 of the calendar year in which the payment is due to commence, for the valuation of lump sum distributions in terminated single-employer pension plans.
- (ii) For a Partial Lump Sum Payment Option with an Annuity Starting Date on or after January 1, 2000, but before January 1, 2002, the actuarial equivalent shall be determined on the basis of (A) or (B) below, whichever produces the greater monthly benefit under Section 3(a)(2) of this Article VII:
 - (A) The actuarial equivalent determined on the basis set forth in Section 3(a)(3)(i) above, but using the interest rate promulgated by the U.S. Pension Benefit Guaranty Corporation

- for lump sum distributions, effective as of the December 1 preceding the calendar year that includes the Participant's Annuity Starting Date.
- (B) The actuarial equivalent determined on the basis of the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3) that is based on the prevailing commissioners' standard table (described in Code Section 807(d)(5)(A) and Revenue Ruling 95-6, 1995-1 C.B. 80) used to determine reserves for group annuity contracts issued on the Annuity Starting Date. The interest rate shall be equal to the lesser of 7 % per annum or the annual rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service under Code Section 417(e)(3) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (iii) For a Partial Lump Sum Option with an Annuity Starting Date on or after January 1, 2002, but before January 1, 2008, the actuarial equivalent shall be determined on the basis set forth in Section 3(a)(3)(ii)(B) above.
- (iv) For a Partial Lump Sum Payment option with an Annuity Starting Date on or after January 1, 2008, but before January 1, 2011 the actuarial equivalent shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (v) For an Annuity Starting Date during 2011, the actuarial present value of the 50% Joint and Survivor Pension shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for August 2010 or November 2010, whichever is more favorable to the participant.
- (vi) For an Annuity Starting Date on or after January 1, 2012, the actuarial present value of the 50% Joint and Survivor Pension shall be determined using the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) and the interest rate prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of August immediately preceding the Plan Year which contains the Annuity Starting Date.
- (b) After a Partial Lump Sum Payment has been made to a Participant, the amount of the Partial Lump Sum Payment will not be adjusted and an additional Partial Lump Sum Payment will not be payable under this Section 3. as a result of any changes made to the Participant's pension benefit including but not limited to the receipt of additional earnings credited either before or after the Annuity Starting Date.
- (c) The Partial Lump Sum Payment Option will not be available to a Guild Office Participant for the benefit earned under the Guild Plan if such Guild Office Participant elected to receive such accrued benefit under an optional form of payment solely available under Appendix A.

Section 4. Pop-Up Option.

(a) **Generally.** Effective January 1, 1995, this Option shall be available to unmarried Participants electing the 100% Joint and Survivor Option, and, subject to spousal consent as required by Article IV, Section 6(d), to married Participants whose benefits are to be paid as a 50% Joint and Survivor Pension or who are electing to receive the 100% Joint and Survivor Option. Effective January 1, 2008, this Option shall be available to Participants who are electing to receive the 75% Joint and Survivor Option, subject to spousal consent as required by Article IV, Section 6(d). Under the Pop-Up Option, the Participant will receive a lower monthly amount during the joint lives of the Participant and Spouse or Contingent Annuitant, provided that if the Spouse or Contingent Annuitant predeceases the Participant, then, commencing on the first day of the month following the month in which such death occurs, the monthly amount payable to the Participant shall be increased so as to equal the monthly pension which would have been payable had the Participant's benefit been paid in the form of a 5-year certain and life annuity at the time the 50% Joint and Survivor Pension or Joint and Survivor Option was effective. Such increased monthly amount shall be payable for the lifetime of the Participant, and shall cease upon the Participant's death. However, if the Participant dies before receiving 60 monthly payments (including all payments received under the 50% Joint and Survivor Pension or Joint and Survivor Option), monthly payments in the amount the Participant was receiving at the time of death will be made to the designated beneficiary until a total of 60 payments have been made to the Participant and beneficiary combined.

(b) **Adjustment of Pension Amount.**

(1) **50% Joint and Survivor Pension with Pop-Up Option.** When a 50% Joint and Survivor Pension with the Pop-Up Option becomes effective, the amount of the Participant's monthly

pension shall be reduced in accordance with the following:

(i) For an Annuity Starting Date prior to February 1, 2006, the pension amount shall be adjusted as follows:

(A) **Non-Disability Pensions.** If payment of a pension other than a Disability Pension is to be made in the form of a 50% Joint and Survivor Pension with the Pop-Up Option, the pension amount shall be adjusted by multiplying it by the following percentage: 90 percent minus .4 percentage points for each year by which the Spouse or Contingent Annuitant is younger than the Participant or plus .4 percentage points for each year by which the Spouse or Contingent Annuitant is older than the Participant; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

(B) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a 50% Joint and Survivor Pension with the Pop-Up-Option, the pension amount shall be adjusted by multiplying it by the following percentage: 81.5 percent minus .4 percentage points for each year by which the Spouse or Contingent Annuitant is younger than the Participant or plus .4 percentage points for each year by which the Spouse or Contingent Annuitant is older than the Participant; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

(ii) For an Annuity Starting Date on or after February 1, 2006, the pension amount shall be adjusted by multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue

Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%.

However, in no event shall the resulting amount be less than the pension amount accrued through January 31, 2006 reduced according to the basis set forth in Section 4(b)(1)(i) above.

(2) **100% Joint and Survivor Option with Pop-Up**

Option. When a 100% Joint and Survivor Option with the Pop-Up Option becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following:

(i) For an Annuity Starting Date prior to February 1, 2006, the pension amount shall be adjusted as follows:

(A) **Non-Disability Pensions.** If payment of a pension other than a Disability Pension is to be made in the form of a 100% Joint and Survivor Option with the Pop-Up Option, the pension amount shall be adjusted by multiplying it by the following percentage: 81.5 percent minus .5 percentage points for each year by which the Contingent Annuitant is younger than the Participant or plus .5 percentage points for each year by which the Contingent Annuitant is older than the Participant; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

(B) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a 100% Joint and Survivor

Option with the Pop-Up Option, the pension amount shall be adjusted by multiplying it by the following percentage: 66 percent minus .5 percentage points for each year by which the Contingent Annuitant is younger than the Participant or plus .5 percentage points for each year by which the Contingent Annuitant is older than the Participant; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

(ii) For an Annuity Starting Date on or after February 1, 2006, the pension amount shall be adjusted by multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%. However, in no event shall the resulting amount be less than the pension amount accrued through January 31, 2006 reduced according to the basis set forth in Section 4(b)(2)(i) above.

(3) **75% Joint and Survivor Option with Pop-Up Option.** When a 75% Joint and Survivor Option with the Pop-Up Option becomes effective, the amount of the Participant's monthly pension shall be adjusted by multiplying it by the actuarial equivalent factor determined using the mortality table as described in Section 417(e) of the Internal Revenue Code and as specified in Revenue Ruling 2001-62, and an interest rate of 6.50%.

ARTICLE VIII. Application, Benefit Payments And Retirement

Section 1. Advance Written Application Required. An application for a pension shall be made in writing on a form and in the manner prescribed by the Plan Trustees, and shall contain such information as the Plan Trustees may deem necessary. Such application shall be a condition for payment of a pension and must be filed with the Plan Trustees prior to the first month for which benefits are payable, except that an application for a Disability Pension shall be considered timely and benefits shall be effective as of the date specified in Article III, Section 10, regardless of whether such application is filed with the Plan Trustees prior to such effective date.

Where applicable, an application for pension benefits must include a written statement from the administrator of any qualified pension, profit sharing or stock bonus plan maintained by a Producer under which a benefit has been paid or is payable to a Participant. Such statement must specify the amount of benefits which has been or shall be paid to the Participant pursuant to such other plan or plans.

The Plan Trustees and the Benefits Committee are authorized and empowered to construe the meaning of any doubtful or ambiguous provisions of the Pension Plan, and any construction thereof adopted by the Plan Trustees or the Benefits Committee in good faith shall be binding upon SAG, the Producers, the Actors and all beneficiaries. The Plan Trustees and the Benefits Committee are authorized and empowered generally to do all things, execute all such agreements, adopt and promulgate all such reasonable rules and regulations, take all such proceedings and exercise all such rights and privileges as are necessary in the establishment, maintenance and administration of the Pension Plan and, specifically, but not limited to, the plan of pension eligibilities and benefits required thereunder.

Section 2. Information Required. Each Participant and Pensioner shall furnish to the Plan Trustees any information or proof requested by them and reasonably required to administer the Plan. Failure on the part of any Participant or Pensioner to comply with such request promptly and in good faith shall be suf-

ficient grounds for denying, suspending or discontinuing pension payments to such person. If a Participant or Pensioner or other claimant to benefits hereunder makes a false statement material to his claim of benefits, the Plan Trustees shall recoup, offset or recover any amount paid to such Participant or Pensioner or other claimant to which he was not rightfully entitled under the provisions of this Plan.

Section 3. Notification to Applicant of Decision.

- (a) Written notice of the action taken on an application for benefits shall be mailed to the applicant within 90 days (45 days, in the case of a Disability Pension claim filed on or after January 1, 2002) after receipt of the claim by the Plan Trustees, unless special circumstances require an extension of the time for processing the application. If such extension of the time for processing is required, written notice of the extension shall be furnished to the applicant prior to the end of the initial 90-day period (45-day period, in the case of a Disability Pension claim filed on or after January 1, 2002). In no event shall such extension exceed a period of 90 days from the end of such initial period. In the case of a claim for a Disability Pension claim filed on or after January 1, 2002, the Plan Trustees may extend the initial 45-day determination period by written or electronic notification for up to 30 days provided that such an extension is necessary due to matters beyond the control of the plan and may further extend this period for up to an additional 30 days by notifying the applicant prior to the end of the first 30-day extension period.

The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Trustees expect to render the final decision. For Disability Pension claims filed on or after January 1, 2002, the extension notice shall give the applicant 45 days to provide the specified information and shall also indicate (1) the standards on which the entitlement to the Disability Pension is based, (2) any unresolved issues causing the delay in the Plan Trustees' action on

the application for benefits, and (3) the additional information, if any, required by the Plan Trustees in order to act on the application for benefits.

- (b) If and to the extent that the action constitutes a denial of the application, the notice shall set forth in a manner calculated to be understood by the applicant (1) the specific reason or reasons for the denial; (2) specific reference to pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information necessary for the applicant to perfect the application and an explanation of why such material or information is necessary; and (4) an explanation of the Plan's appeal procedure. For Disability Pension claims filed on or after January 1, 2002, the notice of denial shall also set forth the rule, guideline, protocol or criteria relied on in the denial of the application, and shall inform the applicant that a copy of such rule, guideline, protocol or criteria may be obtained by the applicant from the Plan Trustees at no cost to the applicant.

Section 4. Appeals.

- (a) Any person who is not satisfied with the action taken on his application for benefits may appeal to the Plan Trustees for reconsideration of its decision. An appeal shall be in writing, shall state in clear and concise terms the reason or reasons for disagreement with the decision of the Plan Trustees, and shall be filed with or received by the Administrative Office within 60 days (180 days, in the case of a Disability Pension claim filed on or after January 1, 2002) after the date shown on the notice to the applicant of the decision of the Plan Trustees.
- (b) Upon good cause shown, the Plan Trustees may permit the appeal to be amended or supplemented. The failure to file an appeal within the time period specified in (a) above shall constitute a waiver of the applicant's right to reconsideration of the decision on the basis of the information and evidence submitted prior to the decision. Such failure shall not, however, preclude the applicant from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time of the decision of the Plan Trustees.
- (c) The Plan Trustees shall adopt procedural rules under which a full and fair review of the application and its denial may be obtained. Such procedure (i) shall afford the applicant or his duly authorized representative an opportunity to review the pertinent documents and submit issues and comments; (ii) may, but shall not be required to, provide for referral of the appeal to a committee of the Board of Trustees for review and investigation. If an appeal is referred to such a committee, the Board of Trustees may either direct the committee to make a recommendation to the Board of Trustees for disposition of the appeal or may delegate to such committee the authority to decide the appeal. If such authority is delegated to the committee, then the decisions of the committee shall be deemed to be the decision of the Plan Trustees for all purposes.
- (d) The review of an adverse benefit determination for a Disability Pension claim filed on or after January 1, 2002 will:
- (1) not give deference to the initial adverse benefit determination and will be conducted by a fiduciary of the Plan who is neither the individual who made the initial denial of the claim nor the subordinate of such individual;
 - (2) in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, include consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who is not the individual who was consulted in connection with the determination that is the subject of the appeal nor the subordinate of such individual; and
 - (3) provide for the identification of medical or vocational experts whose advice was obtained in connection with the adverse determination,

without regard to whether the advice was relied upon in making the determination.

- (e) A decision on the appeal by the Plan Trustees shall be made promptly and not later than 60 days after receipt of the appeal in the form of either (1) a final decision on the matter, or (2) a statement indicating that an extension of 60 days is needed to process the claim. In the case where an extension is needed, the extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the determination on the appeal. The applicant shall be advised of the decision of the Plan Trustee in writing within five (5) days. The decision shall include specific reasons for the decision, written in a manner calculated to be understood by the applicant and specific references to pertinent the Plan provisions on which the decision is based. The decision shall also include a statement that the applicant is entitled to receive upon request and at no cost, copies of all documents, records and other information relevant to the claim for benefits. For Disability Pension claims filed on or after January 1, 2002, the decision shall also set forth the rule, guideline, protocol or criteria relied on in the decision.

In the case of a Disability Pension claim filed on or after January 1, 2002, the decision on the appeal shall be made by the Plan Trustees no later than the date of the regularly scheduled Trustees meeting that immediately follows the receipt of the appeal, unless the appeal is filed within 30 days preceding the date of such meeting, in which case the decision must be made by no later than the date of the second Trustees meeting following the receipt of the appeal. If an extension of time is needed to process the claim, the applicant shall be so notified prior to the commencement of the extension and the decision shall be made by the Plan Trustees no later than the third Trustees meeting following the receipt of the appeal.

- (f) The decision of the Plan Trustees with respect to the appeal shall be final and binding upon all pari-

ties, including the applicant and any person claiming under the applicant. The provisions of this Section shall apply to and include any and every claim to benefits from the Fund, and any claim or right asserted under the Pension Plan or against the Pension Fund, regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

- (g) No legal action may be commenced or maintained against the Plan more than ninety (90) days after the Plan Trustees' written decision on appeal has been provided. For purposes of this paragraph, the Plan Trustees' written decision on appeal will be deemed to have been provided on the fifth business day following the postmarked date, if mailed, or the date of delivery if personally delivered or delivered by facsimile. Written notice of this ninety (90) day limitations period shall be provided to the applicant along with the written notification of the Plan Trustees' decision on appeal.

Section 5. Pension Payments Generally.

- (a) **Commencement of Benefits.** An eligible Participant who makes application in accordance with this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject, however, to all of the provisions of this Plan. Pension payments shall be payable commencing with the first day of the month following the date on which the Participant has fulfilled all of the conditions for entitlement to benefits, including the requirement for advance application.

However, in no event, unless the Participant elects otherwise, shall the payment of benefits begin later than the first of the month following the month in which the Participant attains Normal Retirement Age provided, however, that an election to defer the commencement of benefits filed on or after January 1, 1989, may not postpone the commencement of benefits to a date later than the Participant's Required Beginning Date.

- (b) **Required Beginning Date.** Prior to January 1, 1997, a Participant's Required Beginning Date is April 1 of the calendar year immediately following the calendar year in which the Participant has attained age 70½, provided that, for a Participant who attained age 70½ before 1988 other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant withdraws from employment as an Actor in the motion picture industry or employment as a Plan Office Participant, if that is later.

Effective January 1, 1997, a Participant's Required Beginning Date is April 1 of the calendar year immediately following the calendar year in which the Participant has attained age 70½, provided that, for a participant who attains age 70½ after December 31, 1995 and is not a 5% owner, the Required Beginning Date is April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains 70½, or (ii) the calendar year in which the Participant withdraws from employment as an Actor in the motion picture industry or employment as a Plan Office Participant. For Participants whose benefits commence after April 1 of the calendar year following the calendar year in which the Participant attains age 70½, such Participant's benefit amount (including any additional benefit which is accrued after such date) shall be actuarially increased for the period between April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (or the end of the plan year in which any additional benefit is accrued) and the Participant's benefit commencement date. Such actuarial increase shall be determined as defined in Section 5(c) below, and shall be offset to the extent an actuarial increase is otherwise provided due to delayed retirement.

- (c) **Delayed Retirement.**

Annuity Starting Dates before August 1, 2005.

Effective January 1, 1993, if the Annuity Starting Date of a Participant's pension is later than the first day of the month following the month in which the Participant attained Normal Retirement Age, the benefit amount determined under Article III, Sec-

tion 3(a) and (b) or Section 3(c) shall be actuarially increased for each month the benefits are delayed. Notwithstanding the foregoing, the benefit amount determined under Article III, Section 3(c) shall not be actuarially increased for any month in which the Participant's pension was suspended in accordance with Article VIII, Section 8(d).

The actuarial increase shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% for each month thereafter.

Annuity Starting Dates on and after August 1, 2005. If the Annuity Starting Date of a Participant's pension is later than: (1) the first day of the month following the month in which the Participant attained age 65, or (2) in the case of a Participant who becomes eligible for a Vested Pension in accordance with Article III, Section 6(a)(2), the first day of the month following the month in which the Participant satisfies the requirements of Article III, Section 6(a)(2), the benefit amount determined under Article III, Section 3(a) and (b), or Section 3(c) shall be actuarially increased for each month the benefits are delayed. Notwithstanding the foregoing, the benefit amount determined under Article III, Section 3(c) shall not be actuarially increased for any month in which the Participant's pension was suspended in accordance with Article VIII, Section 8(d).

The actuarial increase shall be 1% per month for the first 60 months that benefits are delayed as described in the preceding paragraph and 1.5% for each month thereafter.

- (d) **Termination of Benefits.** Pension payments shall end with the payment for the calendar month in which the death of the Pensioner occurs except as provided in accordance with a 50% Joint and Survivor Pension or an optional form of payment that provides a benefit to a beneficiary upon the death of the Pensioner, or, if applicable, upon the completion of the guaranteed payments provided for in Article V.

- (e) **Distribution Limits.** All distributions required under this Pension Plan shall be determined and made in accordance with Treasury Regulations issued under Internal Revenue Code Section 401(a)(9), including the minimum distribution incidental death benefit requirement of Section 1.401(a)(9)-2 of the Proposed Treasury Regulations. Except as otherwise provided in Article IV, the requirements of this paragraph shall apply to any distribution of a Participant's interest and will supersede any inconsistent provisions of the Plan.
- (f) **Payment of Benefits Accrued After Retirement.**
- (1) **Commencement.**
- (i) Any additional pension benefit based on additional Earnings Credit earned prior to January 1, 1996 by a Pensioner who retired prior to Normal Retirement Age will be payable as of the Annuity Starting Date determined without regard to subsection (d) of Article I, Section 26. Any additional benefit based on Earnings Credit earned on or after January 1, 1996 will be payable in accordance with subsection (ii) below.
- (ii) With respect to Early Retirement Pensioners who earn additional Earnings Credit after their initial Annuity Starting Date but prior to Normal Retirement Age, payment of any additional benefit based on such Earnings Credit shall be deferred until the second Annuity Starting Date set forth in Article I, Section 26, *et. seq.*, and the Pension Credits as of the second Annuity Starting Date will be used to determine the maximum pension under Article III, Section 3(b)(3). With respect to all other Pensioner, payment of any additional benefit will be determined at the end of each Calendar Year and will be payable as of January 1 following the end of the Calendar Year in which it accrued. For such Pensioners, the Pension Credits as of the end of such Calendar Year will be used to determine the maximum pension under Article III, Section 3(b)(3).
- (iii) Notwithstanding the foregoing, in the event an Early Retirement Pensioner dies after returning to covered employment but prior to the second Annuity Starting Date, any additional benefit earned during the period of reemployment shall be calculated and paid as a pre-retirement death benefit in accordance with Article IV, Section 4, or Article V, Section 1, whichever is applicable, except that the minimum benefit described in Article V, Section 1(a) shall not apply. The Annuity Starting Date for such additional benefit payable in accordance with Article IV, Section 4 shall be determined in accordance with Article I, Section 26(c) without regard for subsection (d).
- (2) **Elections.**
- (i) In all cases, the benefit payment elections made at the time of the initial Annuity Starting Date shall govern with respect to all benefits accrued prior to such Annuity Starting Date and the benefit payment elections made at the time of the second Annuity Starting Date (if applicable) shall govern with respect to all benefits accrued subsequent to the second Annuity Starting Date.
- (ii) In the case of a Participant whose initial Annuity Starting Date occurred on or after Normal Retirement Age, the benefit payment elections made on the initial Annuity Starting Date will apply to any additional Earnings Credit earned after such Annuity Starting Date.
- (3) **Form of Payment.** In the case of a Participant who retired before Normal Retirement Age and is entitled to an adjusted pension in accordance with Section 10(c) of this Article, payment of any additional benefit will be paid in accordance with the following:
- (i) **Unmarried Participants.** If the Participant is not married on the second Annuity Starting Date, the benefits earned during the period(s) of reemployment will be

paid as a Five-Year Certain and Life Annuity as of the second Annuity Starting Date, or, if that is properly rejected, the payment form elected on the Participant's first Annuity Starting Date.

- (ii) **Married Participants.** If the Participant elected the 50% Joint and Survivor Pension on the first Annuity Starting Date and is married on the second Annuity Starting Date, the benefits earned during the period(s) of reemployment will be paid as a 50% Joint and Survivor Pension as of the second Annuity Starting Date, or, if that is properly rejected, a Five-Year Certain and Life Annuity.

If the Participant elected a form of payment other than the 50% Joint and Survivor Pension on the first Annuity Starting Date and is married on the second Annuity Starting Date, the benefits earned during the period(s) of reemployment will be paid as a 50% Joint and Survivor Pension as of the second Annuity Starting Date, or, if that is properly rejected, the payment form elected on the Participant's first Annuity Starting Date.

Section 6. Duplication of Pensions. A Pensioner shall not be entitled to the payment under this Plan of more than one type of pension at any one time except as otherwise provided in Appendix A.

Section 7. Lump Sum Payment in Lieu of Monthly Pension. If the actuarial value of a Participant's lifetime pension is \$1,000 or less at the time his monthly pension is payable, (or \$5,000 or less if the distribution is prior to March 28, 2005), the Trustees shall pay him the lump sum amount of such actuarial value, instead of the monthly pension otherwise due to him. Effective March 28, 2005, if the actuarial value of his lifetime pension is \$5,000 or less but more than \$1,000, the Participant may elect to receive a lump sum payment in lieu of the monthly pension.

Notwithstanding the foregoing, if a Participant has started to receive payments in the form of a 50% Joint and Survivor Pension, the surviving legal spouse shall receive monthly benefits after the Participant's death, unless the surviving legal spouse consents, in writing, in a form prescribed by the Trustees, to a lump sum payment. Further, with respect to an Alternate Payee, or the surviving legal spouse in the case of a pre-retirement death, if the actuarial value is \$5,000 or less, the Trustees shall pay the Alternate Payee or surviving legal spouse the lump sum amount of such actuarial value, instead of the monthly pension due to him.

The amount of such lump sum payment shall be determined using the following actuarial assumptions:

- (a) For purposes of determining the present value of a lump sum distribution for distributions occurring prior to January 1, 2000, the amount of the lump sum payment shall be determined using the following mortality table and interest rate:
- (i) **Mortality Table:** The 1971 Group Annuity Mortality Table for Males, blended 60% with no set back and 40% set back seven years for Participants, and the 1971 Group Annuity Mortality Table for Males, blended 60% set back seven years and 40% with no set back for beneficiaries.
- (ii) **Interest Rate:** The lesser of (A) 7% per annum or (B) the interest rate that would be used, as of January 1, of the Calendar Year that includes the Participant's Annuity Starting Date, by the Pension Benefit Guaranty Corporation for purposes of determining the lump sum distribution of such benefit as if the Plan were then terminated.
- (b) For purposes of determining the present value of a lump sum distribution for distributions occurring on or after January 1, 2000, but before January 1, 2008, the amount of the lump sum payment shall be determined using the following mortality table and interest rate:
- (i) **Mortality Table:** The table prescribed by the Secretary of the Treasury pursuant to Code

Section 417(e)(3) that is based on the prevailing commissioners' standard table (described in Code Section 807(d)(5)(A) and Rev. Rul. 95-6, 1995-1 C.B. 80) used to determine reserves for group annuity contracts issued on the date of distribution.

- (ii) Interest Rate: The lesser of (A) 7% per annum or (B) the annual rate of interest on 30 year Treasury securities as specified by the Commissioner of the Internal Revenue Service under Code Section 417(e)(3) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (c) For purposes of determining the present value of a lump sum distribution for distributions occurring on or after January 1, 2008, but before January 1, 2011, the amount of the lump sum payment shall be determined using the following mortality table and interest rate:
 - (i) Mortality Table: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B).
 - (ii) Interest Rate: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of November immediately preceding the Plan Year which contains the Annuity Starting Date.
- (d) For purposes of determining the present value of a lump sum distribution for distributions occurring during 2011, the amount of the lump sum payment shall be determined using the following mortality table and interest rate:
 - (i) Mortality Table: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B).
 - (ii) Interest Rate: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for August 2010 or November 2010, whichever is more favorable to the participant.
- (e) For purposes of determining the present value of a lump sum distribution for distributions occur-

ring on or after January 1, 2012, the amount of the lump sum payment shall be determined using the following mortality table and interest rate:

- (i) Mortality Table: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B).
- (ii) Interest Rate: The table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(C) for the month of August immediately preceding the Plan Year which contains the Annuity Starting Date.

Section 8. Retirement.

- (a) **Before Age 65.** To be considered retired and entitled to a pension under this Plan before age 65, a Participant who first retires on an Early Retirement Pension prior to January 1, 1999 must withdraw and refrain from employment (other than employment as a stunt coordinator for Participants who retired prior to August 14, 1994) for which sessional earnings are reported to the Plan in a calendar month which equal or exceed the minimum amount required to earn a year of Pension Credit under Article VI, Section 2(c), in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. To be considered retired and entitled to a pension under this Plan before age 65, a Participant who first retires on an Early Retirement Pension on or after January 1, 1999 must withdraw and refrain from employment for which sessional earnings are reported to the Plan in a calendar month which equal or exceed the equivalent of 7 days multiplied by the minimum day player rate in effect for that month, rounded up to the next \$100, in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. For the purposes of this Subsection:
 - (1) The same "industry" means any business activity of any employer, including self-employment, that includes the type of employment covered by the Plan at the time of retirement or reemployment after retirement.
 - (2) The "same trade or craft" means an occupation in the type of employment covered by

the Plan at the time of retirement or reemployment after retirement, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).

- (3) The "same geographic area" means the United States.
 - (4) The "minimum annual Earnings Credit" means the minimum amount of Earnings Credit required under Article VI, Section 2(c) to earn a year of Current Service Credit.
 - (5) "Sessional earnings" means the compensation payable by a Producer for an Actor's employment in the production of photography or sound track for a Motion Picture.
 - (6) "Day player rate" means the minimum compensation payable to an Actor pursuant to the terms of the TV and Theatrical Agreement (the Producer-Screen Actors Guild Codified Basic Agreement) in effect for that month.
- (b) **After Age 65.** Once a Pensioner attains age 65, he may be employed in any capacity and be considered retired and entitled to a pension under this Plan.
- (c) **Interpretation of Overlapping Employment.** If a Pensioner is employed in a job category covered by both the SAG Collective Bargaining Agreement and the AFTRA Collective Bargaining Agreement, and the employment is under the AFTRA Collective Bargaining Agreement, then the employment shall not be deemed to come within clause (2) of the paragraph (a) of this Section 8.
- (d) **Plan Office Participant and Guild Office Participant.** Notwithstanding any other provision of this Section 8, to be considered retired and entitled to a pension under this Plan, a Participant who is younger than age 65 and is either a Plan Office Participant or a Guild Office Participant must resign from employment with the Plan or the Guild and must thereafter refrain from employment with the Plan Office or Guild Office in excess of 7 work

days in a calendar month. Post-retirement employment up to and including 7 work days in a calendar month with the Plan or Guild or any amount of employment with any other employer shall not cause a suspension of pension payments. For this purpose, a "work day" means the number of hours that the Plan Office or Guild Office expects its employees to work in a day during the relevant calendar month.

Section 9. Suspension of Benefits.

- (a) If a Pensioner who is younger than age 65 ceases to be retired as described in Section 8 above, his pension payments shall be suspended for any calendar month in which he is so employed. After that period, his pension shall again become payable, as provided in Section 10 of this Article. On and after January 1, 1999, at the end of each Calendar Year, any Participant who has his benefits suspended for any months during such Calendar Year as a result of sessional earnings (as defined in Section 8 (a)) during each of such months equal to or in excess of the equivalent of 7 days multiplied by the minimum day player rate (as defined in Section 8 (a)) in effect for such month under the TV and Theatrical Agreement (the Producer-Screen Actors Guild Codified Basic Agreement), rounded up to the next \$100, but who fails to earn the minimum annual Earnings Credit (as defined in Section 8(a)) during such Calendar Year, shall have such suspended benefits refunded to him.
- (b) If a Pensioner who is younger than age 65 becomes employed in work of the type described in Section 8 of this Article, he must notify the Trustees, in writing, within 15 days following the commencement of such employment.
- (c) A Pensioner shall provide the Trustees with such information as they may request in order to establish the nature and extent of any employment by the Pensioner after the date of commencement of his benefits. In addition, at least once each year a Pensioner shall be required to certify on a form

acceptable to the Trustees that he is retired within the meaning of the Plan. Any pension payments otherwise due shall be withheld pending adequate response by the Pensioner to such request.

- (d) A Participant whose pension has been suspended shall advise the Trustees in writing when disqualifying employment has ended. Benefit payments shall be held back until such notice is filed with the Trustees.
- (e) A Participant may, in writing, request of the Trustees a determination whether contemplated employment will be disqualifying, and the Trustees shall provide the Participant with their determination within a reasonable amount of time.
- (f) **Notice of Suspension.** The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension.
- (g) **Review.** A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension of benefits. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

Section 10. Pension Payment Following Suspension.

- (a) Pension payments to a Pensioner, who has ended his disqualifying employment, shall be resumed beginning no later than the third month after the last calendar month for which his benefit was

suspended, provided the Participant has complied with the notification requirements of this Plan.

- (b) A Pensioner who returns to employment covered by the Plan after Normal Retirement Age, or a Plan Office Participant or Guild Office Participant who retires on a Service Pension and returns to covered employment at any age, or a Disability Pensioner shall be entitled to additional Earnings Credit for any earnings, including residuals and/or deferred payments, received after retirement. For benefits earned on and after January 1, 1992, a Pensioner shall be entitled to receive an adjusted pension for such additional Earnings Credit provided he is entitled to a year of Current Service Credit for the Calendar Year in which such earnings were accrued. Effective January 1, 1996, payment of any additional pension benefits based on additional Earnings Credit shall be deferred in accordance with Section 5(f)(1)(ii) of this Article VIII.
- (c) An Early Retirement Pensioner who returns to employment covered by the Plan before Normal Retirement Age for a sufficient period to cause a suspension of benefits in accordance with Section 9(a) of this Article shall be entitled to receive an adjusted pension, as follows: Prior to January 1, 1999, the additional benefit shall be calculated in accordance with Article III, Section 3(a)(2) (as in effect on the Pensioner's second Annuity Starting Date) using only the earnings (sessions and residuals) and Pension Credit earned during the months of suspension. On and after January 1, 1999, the additional benefit shall be calculated in accordance with Article III, Section 3(a)(2) (as in effect on the Pensioner's second Annuity Starting Date) using the earnings (sessions and residuals) and Pension Credit earned during the Calendar Year in which the benefit was suspended, and subsequent to the Pensioner's initial Annuity Starting Date. There is no reduction for age.
- (d) If a Participant received pension payment to which he was not entitled in accordance with Section 9 of this Article, the Trustees may recover the amount

of such payments by deducting the amount of the overpayments from the Participant's future monthly payments until such overpayment is fully recovered. If a Participant has attained Normal Retirement Age, the amount of such offset shall be limited to 100% of the amount due to the Participant for the first payment upon resumption of benefits and 20% of the monthly pension benefit thereafter, until all overpayments are fully recovered.

This provision shall not limit the right of the Trustees to recover an overpayment by means other than deduction from the pension.

- (e) A Disability Pensioner who recovers from his total disability and returns to employment covered by the Plan shall be entitled, upon his subsequent retirement, to a pension in an amount calculated at the amount payable under the applicable provision of Article III at the time of his subsequent retirement, including any additional Earnings Credit earned during his period of subsequent employment.

Section 11. Nonforfeatability and Vested Status.

A pension benefit to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age is nonforfeitable subject, however, to retroactive amendment made within the limitations of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The benefits to which a surviving spouse is entitled shall likewise be nonforfeitable. Participants and Beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions.

A Participant attains vested status when he has fulfilled service requirements for receipt after Normal Retirement Age and retirement of a nonforfeitable pension.

Section 12. Incompetence, Incapacity or Minority of a Pensioner.

- (a) In the event that it is determined to the satisfaction of the Plan Trustees that a Pensioner is unable to

care for his affairs because of mental or physical incapacity, any payment due may be applied in the discretion of the Plan Trustees to the maintenance and support of such Pensioner in the manner decided by the Plan Trustees (except that no payment shall be made to a governmental institution or facility if the Pensioner is not legally required to pay for his care and maintenance), unless prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee or other legally appointed representative.

- (b) In the event that a Plan distribution is to be made to a minor, the Plan Trustees may in their discretion direct the payment of such distribution to the legal guardian of the minor (or, if none, to a parent of the minor, a responsible adult with whom the minor resides, or the custodian for the minor under the Uniform Gift to Minors Act, if permitted by state law). Such payment will discharge the Plan Trustees and the Plan from further liability with respect thereto.

Section 13. Non-Assignment of Benefit. Each Participant or Pensioner under the Pension Plan is hereby restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing of his Pension, prospective Pension, Death Benefits, or any other rights or interests under the Plan, and the Plan Trustees shall not recognize, or be required to recognize, any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any such prospective Pension, Death Benefit, right or interest shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by law. Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined by Section 206(d)(3) of ERISA.

Section 14. Trust Assets. Neither any Producer, SAG, any Participant nor any Pensioner under the Plan nor any other person shall have any right, title or interest in or to the Pension Fund other than as specifically provided in the Trust Agreement or in the Plan. Neither the Pension Fund nor any contributions to the Pension Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of any Producer, SAG, any Participant nor any Pensioner.

Section 15. No Right to Assets. No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund, and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 16. Maximum Limitations.

(a) **General Rule.**

- (1) Except as provided in subsection (c), and notwithstanding any other provision of this Plan, the annual accrued benefit shall not exceed the lesser of:
 - (A) \$160,000
 - (B) 100% of the Participant's average annual compensation during the three highest consecutive calendar years of participation. For purposes of this paragraph, the term "compensation" means compensation within the meaning of Internal Revenue Code §415(c)(3) and regulations and rulings thereunder.
- (2) This limit shall not apply to any benefits payable in a year and attributable to the Employer that do not exceed \$1,000 a year for each calendar year in which the participant earns a Pension Credit with Employer, up to a maximum of \$10,000. This subsection (2) shall not apply if the Participant has also been covered by an individual account plan to which the Employer contributed on his behalf, and such plan was maintained as a result of collective

bargaining involving the same employee representative as this Plan.

- (3) (A) The \$160,000 limit in subsection (a)(1)(A) is increased annually in accordance with IRS rulings and regulations under Code §415 (d).
 - (B) Benefit payments that are limited by this Section shall be increased annually to the level permitted by the limitations of this Section as adjusted for later years in accordance with this subsection, but in no event to a level higher than the benefits attributable to Pension Credits earned by the Participant.
 - (4) The benefit under this Plan considered as payable with respect to a Participant and an Employer shall equal the excess of the benefit over the benefit computed as if the Participant had no covered service with the Employer, which shall be determined by multiplying the Participant's total benefit by the ratio of covered service with the Employer to total covered service.
- (b) **Adjustment of Dollar Limit for Early or Late Retirement.**
- (1) If a Participant's benefit payments begin prior to age 62, the dollar limit under subsection (a)(1)(A) is reduced to the Actuarial Equivalent of the benefit payable at age 62.
 - (2) If a Participant's benefit payments begin after age 65, the dollar limit under subsection (a)(1)(A) is increased to the Actuarial Equivalent of the dollar limit otherwise payable at age 65.
 - (3) For purposes of this Section 16(b), the Actuarial Equivalent shall be based on the following actuarial assumptions:
 - (A) For distributions occurring before January 1, 2000, the Actuarial Equivalent is based on a 5 percent interest assumption and the 1983 Group Annuity Mortality Table for Males.
 - (B) For distributions occurring on or after January 1, 2000, the Actuarial Equivalent

is based on a 5 percent interest assumption and the mortality table prescribed by the Secretary of the Treasury that is based on prevailing commissioners' standard table (described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date of distribution, that is prescribed by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

- (4) For purposes of Section 16(b)(2), the Actuarial Equivalent shall be based on a 5 percent interest assumption, with no adjustment for mortality.

(c) **Adjustment for Optional Payment Form.**

- (1) The dollar limitation in subsection (a)(1)(A) (as otherwise modified under this Section) is reduced by the Actuarial Equivalent of payments that will be made after the Participant's death under Article V, Section 1. If the Participant's accrued benefit is paid in an alternate payment form other than a 50% Joint and Survivor Pension the limitation as so reduced is applied to the accrued benefit before it is converted to the alternative payment form, so that the amount payable under the payment form selected will be the Actuarial Equivalent of the amount determined under the preceding sentence.
- (2) For purposes of this Section 16(c), the Actuarial Equivalent shall be determined as follows:
- (A) For distributions occurring before January 1, 2000, the Actuarial Equivalent is based on a 5 percent interest assumption and the 1983 Group Annuity Mortality Table blended 80% Male and 20% Female.
- (B) For distributions occurring on or after January 1, 2000, and before January 1, 2008, the Actuarial Equivalent is based on a 5 percent interest assumption and the table prescribed by the Secretary of the Treasury that is based on the prevailing commissioners' standard table (described in Code Section 807(d)(5)(A)) used to de-

termine reserves for group annuity contracts issued on the date of distribution, that is prescribed by the Commissioner in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin. Solely for the purpose of distributions occurring in 2004 and 2005, "5 percent interest" shall be replaced by "5.5 percent interest" in the preceding sentence with respect to an optional form of payment that is subject to Internal Revenue Code Section 417(e)(3).

- (C) For distributions occurring on or after January 1, 2008, the Actuarial Equivalent for an optional payment form that is not subject to Internal Revenue Code Section 417(e)(3) shall be the same as described in subsection (c)(2)(B) above. For optional forms of payment that are subject to Internal Revenue Code Section 417(e)(3), the Actuarial Equivalent shall be the greater of (i) the amount based on 5.5 percent interest and the mortality table described in subsection (c)(2)(B) or (ii) the amount based on the applicable interest rate for the distribution under Internal Revenue Code regulation 1.417(e)-1(d)(3) and the mortality table described in subsection (c)(2)(B), divided by 1.05.

(d) **Plan Aggregation.**

- (1) In applying the limits of this Section, the benefits of all other defined benefit retirement plans sponsored by the Employer shall be taken into consideration, except for multiemployer plans.
- (2) Except as noted in subsection (1), all defined benefit plans sponsored by the Employer are treated as a single plan. Benefits payable under any other such plan with respect to a Participant shall be reduced to the extent possible before any reduction will be made in his benefits payable under this plan, if necessary, to observe these limits.

- (e) **Phase-In Over Years of Participation.** If a Participant has fewer than 10 years of participation in this

Plan, the dollar limitation in subsection (a)(1)(A) shall be multiplied by a fraction, the numerator of which is the Participant's total years and fractional years of participation in this Plan and the denominator of which is 10. The limitation thus obtained shall not be less than 10% of the dollar limitation.

- (f) **Limitation Year.** The annual limits of this Section shall be applied on a calendar year basis.
- (g) **Interpretation or Definition of other Terms.** The term "Employer" and other terms used in this Section that are not otherwise expressly defined in the Plan, shall be defined, interpreted and applied as prescribed in Code §415 and regulations and rulings thereunder.

Section 17. Mergers. This Pension Plan may not merge or consolidate with, or transfer its assets or liabilities to, any other plan unless each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 18. Compensation Limit.

- (a) **Between January 1, 1989 and January 1, 1997.** In addition to any other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provisions of the Plan, the amount of a Participant's compensation from any single Employer that may be taken into account under the Plan shall not exceed the \$200,000 limit as set forth in Section 401(a)(17) of the Code, adjusted for changes in the cost of living as provided in section 415(d) of the Code.
- (b) **On and After January 1, 1997.** In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the

contrary, for Plan Years beginning on or after January 1, 1997, the amount of a Participant's annual compensation from any single Employer that may be taken into account under the Plan shall not exceed the OBRA'93 annual compensation limit. The OBRA'93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA'93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. For Plan Years beginning on or after January 1, 1997, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA'93 annual compensation limit set forth in this provision.

- (c) Notwithstanding any other provision of the Plan, effective as of January 1, 1997, the accrued benefit determined under Article III, Sections 3(a)(2)(ii) and 3(b)(2)(ii) of any Participant whose compensation from any single Employer exceeded \$150,000 in any Calendar Year beginning before January 1, 1997 shall be the greater of (i) the Participant's accrued benefit, determined under Article III, Sections 3(a)(2)(ii) and 3(b)(2)(ii), taking into account all years of service before and after January 1, 1997, and applying the OBRA'93 annual compensation limit to each year, and (ii) the Participant's accrued benefit calculated pursuant to the method described below:

Step 1: Calculate the Participant's accrued benefit as of December 31, 1996, determined under Article III, Sections 3(a)(2)(ii) and 3(b)(2)(ii) as though the Participant had terminated employment on that date and without regard to any Plan amendments adopted after that date (but taking into

account remedial amendments that apply retroactively before that date under Code § 401(b)).

Step 2: Calculate the OBRA'93 compensation adjustment fraction, the numerator of which is the Participant's average compensation determined for the current Calendar Year (as limited by Code §401(a)(17)), using the definition and compensation formula in effect as of December 31, 1996, and the denominator of which is the Participant's average compensation as of December 31, 1996, using the definition and compensation formula in effect as of that date. If the OBRA '93 compensation adjustment fraction is greater than 1, adjust the amount in Step 1 by multiplying it by this fraction. If the OBRA'93 compensation adjustment fraction is less than or equal to 1, do not change the amount determined in Step 1.

Step 3: Calculate the amount of the Participant's benefit accrued on and after January 1, 1997, determined under Article III, Sections 3(a)(2)(ii) and 3(b)(2)(ii), taking into account only years of service after December 31, 1996.

Step 4: Add the amounts determined in Step 2 and Step 3.

(d) **Benefit Payments On and After January 1, 2002.**

(1) For any pension benefit payments made on or after January 1, 2002, the accrued benefit determined under Article III, Sections 3(a)(2)(ii) and 3(b)(2)(ii) of any Participant whose compensation from any single Employer exceeds \$150,000 in any Calendar Year beginning after December 31, 1996, shall be determined by applying an annual compensation limit of \$200,000, as set forth in Section 401(a)(17) of the Code, for each such year. For this purpose, the numerator described in Step 2 of Section 18 (c) above and the accrued benefit earned on and after January 1, 1997 described in Step 3 of Section 18(c) above shall be calculated

by taking into account in the \$200,000 annual compensation limit.

(2) For any pension benefit payments made on or after January 1, 2002, the annual compensation taken into account for determining the annual benefit accrued for each of Current Service Credit earned after December 31, 2001 under Article III, Sections 3(a)(2)(i) and 3(b)(2)(i) shall not exceed \$200,00, as set forth in Section 401(a)(17) of the Code.

(3) The \$200,000 limit on annual compensation described in paragraphs (1) and (2) shall be adjusted for cost-of living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

(e) The compensation limits described in this Section shall be applied on an Employer-by-Employer basis.

(f) For purposes of this Section, the term "compensation" means, wages salaries, and fees for professional services and other amounts received from the Employer during the Limitation Year (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer, to the extent such amounts are includible in gross income, including, but not limited to, overtime pay, tips, bonuses, commissions to paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, fringe benefits, employee elective deferrals under Internal Revenue Code §415(c)(3)(D), amounts included in compensation under Internal Revenue Code §457(a) and expense allowances,

and excluding the amounts contributed by the Employer on behalf of the Employee pursuant to a salary deferral agreement under this Plan or any other cash or deferred arrangement described in Internal Revenue Code §402(g)(3), to any salary reduction agreement pursuant to a cafeteria plan established under Internal Revenue Code §125, or to any other plan of deferred compensation, and which are not includible in the Employee's gross income for the taxable year in which contributed, or any distributions from a plan of deferred compensation.

For purposes of applying the limitations of this Section, the term "compensation" means the compensation actually paid or includible in the Employee's gross income for the Limitation Year. Compensation shall also include amounts deferred under Internal Revenue Code §125, 401(k) and 403(b), and any elective amounts that are not includible in the gross income of the Employee by reason of Internal Revenue Code §132(f)(4).

For purposes of determining compensation, amounts included pursuant to Internal Revenue Code §125 shall include amounts not available to an Employee in cash in lieu of group health coverage because the Employee is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Internal Revenue Code §125 only if the Employer does not request or collect information regarding the Employee's other health coverage as part of the enrollment process for the health plan.

Section 19. Qualified Domestic Relations Order.

(a) Benefits which become payable in accordance with a Qualified Domestic Relations Order (QDRO) as defined by Section 206(d)(3) of ERISA, must be paid in one of the following forms of payment. If the form of payment is not specified in the QDRO, the Alternate Payee may elect, in writing on a form acceptable to the Trustees, to receive payment in one of the following forms:

- (1) Monthly payments in the amount specified by the QDRO payable for the duration of the Participant's lifetime, with 60 monthly payments guaranteed;
- (2) Monthly payments in any optional form described in Article VII, or in Appendix A as applicable to Guild Office Participants, based on the life of the Participant. The monthly payment amount shall be the amount specified in the QDRO, reduced as provided in Article VII, or Appendix A if applicable, for the option elected; or
- (3) Monthly payments payable for the duration of the Alternate Payee's lifetime, with 60 monthly payments guaranteed or 120 monthly payments guaranteed (Ten-Year Certain Option). The monthly payment amount specified by the QDRO shall be the actuarial equivalent based on the ages of the Participant and Alternate Payee on the date payments are to commence.

Election or revocation may not be made or altered after payment of the pension has commenced. If the Alternate Payee fails to elect the form of benefits, benefit payments shall be made in accordance with paragraph (a)(1) of this Section 19.

- (b) If specified in the QDRO, the Alternate Payee may elect to receive benefits commencing at a date on or after the earliest date the Participant could begin receiving benefits. In the event the Alternate Payee receives benefits commencing prior to the commencement of benefits for the Participant, the amount of benefit payable to the Alternate Payee shall be equal to the Alternate Payee's share as specified in the QDRO of the Participant's Regular Pension amount, reduced by 1/2 of 1% for each month by which the Participant is younger than 65 when the Alternate Payee's benefits commence.
- (c) For purposes of this section, for benefit payments commencing prior to January 1, 2001, the term "actuarial equivalent" means of equal actuarial value using the 1983 Group Annuity Mortality Tables blended 80% male and 20% female for the

Participant and 20% male and 80% female for the Alternate Payee. The interest rate shall be the rate or rates promulgated by the Pension Benefit Guaranty Corporation effective for January of the year in which payments commence, for the valuation of immediate annuities in terminated single employer pension plans. For benefit payments commencing on or after January 1, 2001, the term actuarial equivalent means of equal actuarial value using the 1971 Group Annuity Mortality Table for males, blended 60% with no set back and 40% set back seven years for the Participant and blended 40% with no set back and 60% set back seven years for the Alternate Payee. The interest rate shall be 7.0% per annum.

- (d) If a Participant dies before benefits have commenced to an Alternate Payee and the Participant and the Alternate Payee were married for at least one (1) year, to the extent the QDRO so specifies, the Alternate Payee shall be treated as a Qualified Spouse under the Pre-Retirement 50% Joint and Survivor Pension described in Section 4 of Article IV and the Alternate Payee's benefits shall be paid as monthly payments in the amount specified in the QDRO for the duration of the Alternate Payee's lifetime calculated as if the Participant had retired on a 50% Joint and Survivor Pension on the day before his death.
- (e) A Same-Sex Domestic Partner shall not be considered a Qualified Spouse for purposes of this Section.

Section 20. Direct Rollovers. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (a) **Eligible rollover distribution.** An eligible rollover is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (b) **Eligible retirement plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a plan described under Section 403(b) or 457 of the Code, or a qualified trust described in Section 401(a) of the Code that accepts the distributee's eligible rollover distribution.
- (c) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (d) **Direct Rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (e) **Nonspouse Beneficiaries.** Notwithstanding the above, effective for distributions after December

31, 2006, a nonspouse beneficiary may elect to have all or a specified portion of an eligible rollover distribution paid directly to an individual retirement account or individual retirement annuity established for the purpose of receiving such distribution as an inherited individual retirement account or annuity, in accordance with the Pension Protection Act of 2006 and applicable rules and regulations.

Section 21. Minimum Distribution Requirements.

(a) General Rules

- (1) **Effective Date.** The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) **Precedence.** The requirements of this Section 21 will take precedence over any inconsistent provisions of the Plan.
- (3) **Requirements of Treasury Regulations Incorporated.** All distributions required under this article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (4) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this article, other than Section 21(a)(3) of this Article VIII, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA.
- (5) **References.** All references to paragraphs in Section 21 shall refer to Section 21 of Article VIII.

(b) Time and Manner of Distribution.

- (1) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

- (2) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (A) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then except as provided in the Plan, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
- (B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, except as provided in the Plan, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 21(b)(2), other than Section 21(b)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Section 21(b)(2) and Section 21(e), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 21(b)(2)(D) applies, the date distributions are required to begin to the surviving spouse under

Section 21(b)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse the date distributions are required to begin to the surviving spouse under Section 21(b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c), (d) and (e) of this Section 21. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to Distributed Each Year.

- (1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (B) the distributions period will be over a life (or lives) or over a period certain not longer than the period described in Section 21(d) or (e);
- (C) once payments have begun over a period certain, the period certain will not

be changed even if the period certain is shorter than the maximum permitted;

- (D) payments will either be non-increasing or increase only as follows:

- (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of living index that is based on prices of all and issued by the Bureau of Labor Statistics;
- (ii) to the extent of the reduction in the amount of the Participant's payments to provided for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 21(d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);
- (iii) to provide cash refunds of employee contributions upon the Participant's death; or
- (iv) to pay increased benefits that result from a plan amendment.

- (2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 21(b)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

- (3) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (d) **Requirements For Annuity Distributions That Commence During Participant's Lifetime.** Notwithstanding any other provisions of the Plan, benefits from the Plan shall be payable in one of the forms of payment specified in Articles IV and VII.
 - (1) **Joint Life Annuities Where the Beneficiary Is Not Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
 - (2) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date preceded the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 21(d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.
- (e) **Requirements For Minimum Distribution Where Participant Dies Before Date Distributions Begin.**
 - (1) **Participant Survived by Designated Beneficiary.** Except as provided in the adoption agreement, if the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 21(b)(2)(A) or (B), over the life of the designated beneficiary or over a period certain not exceeding:
 - (a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (b) if the annuity starting date is before the first distribution calendar year, the life

expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

- (2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 21(e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 21(b)(2)(A).

- (f) **Definitions.**
 - (1) **Designated beneficiary.** The individual who is designated as the beneficiary under Section 15 of Article I of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
 - (2) **Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 21(b)(2).
 - (3) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
 - (4) **Required Beginning Date.** The date specified in Section 5 of Article VIII of the Plan.

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ARTICLE IX. Miscellaneous

Section 1. Limitation on Vesting. Except as specifically provided in Article III, no Actor prior to retirement in accordance with this Plan shall have any vested rights to benefits under this Plan.

Section 2. Non-Reversion. It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Producers or be subject to any claims of any kind or nature by the Producers, except for the return of an erroneous contribution within the time limits prescribed by law.

Section 3. Gender. Wherever any words are used in this Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply, and vice versa; and wherever any words are used in this Plan in the singular form they should be construed as though they were also in the plural form in all situations where they would so apply, and vice versa.

Section 4. Limitation of Liability. This Plan has been adopted on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis. However, it is recognized that the benefits provided by this Plan can be paid only to the extent that the Plan has available adequate resources for those payments. No Producer has any liability, directly, or indirectly, to provide the benefits established by this Plan beyond the obligation of the Producer to make contributions as stipulated in his Collective Bargaining Agreement. In the event that at any time the Pension Fund does not have sufficient assets to permit continued payments under this Plan, nothing contained in this Plan and the Trust Agreement shall be construed as obligating any Producer to make

benefit payments or contributions (other than the contributions for which the Producer may be obligated by his Collective Bargaining Agreement) in order to provide for the benefits established by the Plan. Likewise, there shall be no liability upon the Plan Trustees, individually or collectively, or upon any Producer or SAG to provide the benefits established by this Plan if the Pension Fund does not have assets to make such benefit payments.

Section 5. Unclaimed Benefits.

If payment of any benefit to an individual under this Plan cannot be effectuated because the individual cannot be located within three (3) years from the date the individual's distribution became payable or a distribution has been issued to the individual, but the individual has not collected upon the distribution within three (3) years from the date the individual's distribution became payable, then the Plan shall consider such benefit to be forfeited and shall delete such individual from the list of those entitled to current benefits under the Plan's records. The Plan shall reinstate the benefit of any individual who presents himself or herself to the Plan after such forfeiture has occurred, although such reinstatement shall not include any adjustment for increases or decreases in the benefit formula for the period between the date of forfeiture and the date of reinstatement.

Section 6. Overpayments.

If for any reason payment of benefits to an individual under this Plan exceeds the amount of benefits that should have been paid, then the Trustees can take all actions they determine to be necessary and appropriate to recover the overpaid benefits. Such actions may include withholding future benefit payments to offset the amount of the overpaid benefits and/or requiring the Participant to repay the overpaid benefits.

ARTICLE X. Amendment And Termination

Section 1. Amendment. This plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 2. Actuarial Reviews. This Plan has been adopted on the basis of an actuarial estimate which has established (to the fullest extent possible) that the income and accruals of the Pension Fund will be

fully sufficient to support this Plan on a permanent basis. However, it is recognized as possible that in the future the income or the liabilities of the Pension Fund may be substantially different from those previously anticipated. It is understood that this Plan can be fulfilled only to the extent that the Pension Fund has assets available from which to make payments. Consequently, the Plan Trustees shall have prepared annually an actuarial review of the Pension Fund and shall take the actuarial status of the Pension Fund into account in determining amendment or modification of this Plan.

Section 3. Termination of Plan. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan, the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

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APPENDIX A

Screen Actors Guild Employees Retirement Plan

The purpose of this Appendix A is to incorporate the provisions of the Screen Actors Guild Employees Retirement Plan as in effect on December 31, 2003 ("Guild Plan") that are to be retained. The provisions of the Guild Plan not specified in this Appendix A are to be administered in accordance with the provisions of the Pension Plan for the Screen Actors Guild - Producers Pension Fund for Motion Picture Actors ("SAG Producers Plan"). Notwithstanding the foregoing, the provisions of the Guild Plan shall continue in full force and effect for any applicable provision as specified in the SAG-Producers Plan or this Appendix.

The Guild Plan was merged into the SAG-Producers Plan effective as of January 1, 2004. Unless otherwise specified in this Appendix A, a Participant who retired or terminated with a vested benefit under the Guild Plan prior to January 1, 2004 shall be entitled to a benefit under the terms of the Guild Plan as in effect on December 31, 2003. Upon the completion of the requirements set forth in Article I, Section 29 of the SAG-Producers Plan, a Guild Office Participant shall be entitled to a benefit under the terms of the SAG-Producers Plan unless otherwise specified under this Appendix A.

I. Definitions

For purpose of this Appendix A, the following terms shall apply with respect to the Accrued Benefit as defined in Section II of this Appendix A.

- A. "**Accrued Benefit**" means the monthly benefit amount payable to a Guild Participant in the form of a single life annuity on his Normal Retirement Date as defined in the Guild Plan. A Participant's Accrued Benefit will be equal to an amount which is the sum of i. plus ii. where:
- i. Is an amount equal to 3.0% for each Year of Credited Service as defined in the Guild Plan multiplied by the Guild Participant's Final

Average Monthly Compensation as defined under the Guild Plan; and

- ii. Is an amount equal to 0.65% (the "Excess Percentage") of a Participant's Final Average Monthly Compensation which is in excess of Covered Compensation, multiplied by the Participant's Years of Credited Service. The maximum number of Years of Credited Service which may be counted under any circumstances for the purposes of this paragraph shall be twenty (20).

- B. "**Actuarial Equivalent**" means equality in the value of aggregate amounts expected to be received under different forms of payment, based on mortality and interest rate assumptions consistent with generally accepted actuarial principles applied on a consistent basis.

Actuarial Equivalence shall be computed in accordance with (1) the mortality factor for the age of the Participant on the date benefits commence, determined using the Applicable Mortality Table and (2) the Applicable Interest Rate.

The present value of such benefits or annuities calculated above cannot be less than the present value of such Benefits determined under the Plan's provisions for determining present value of a Participant's Accrued Benefit.

"*Applicable Mortality Table*" means:

- (a) the mortality table as prescribed by Revenue Ruling 2001-62 for purposes of converting from the normal form to either a joint and survivor option or a certain and life option, or
- (b) the mortality table prescribed by the Secretary of the Treasury pursuant to Code Section 417(e)(3)(B) for purposes of converting from the normal form to a lump sum option.

"*Applicable Interest Rate*" means:

- (a) For distributions occurring prior to January 1, 2011, the rates prescribed by Income Tax Regulation Section 1.417(e)-1(d)(3), which is the an-

nual rate of interest on thirty (30) year Treasury Securities specified by the Internal Revenue Commissioner for the second calendar month (the 'look-back month') immediately preceding the first day of the Plan Year (the 'stability period') in which the distribution occurs.

- (b) For distributions occurring during 2011: the rates prescribed by Income Tax Regulation Section 1.417(e)-1(d)(3), which is the annual rate of interest on thirty (30) year Treasury Securities specified by the Internal Revenue Commissioner for November 2010 or August 2010, whichever is more favorable to the participant.
- (c) For distributions occurring after 2011, the rates prescribed by Income Tax Regulation Section 1.417(e)-1(d)(3), which is the annual rate of interest on thirty (30) year Treasury Securities specified by the Internal Revenue Commissioner for the fifth calendar month (the 'look-back month') immediately preceding the first day of the Plan Year (the 'stability period') in which the distribution occurs, or such other interest rate or rates as are subsequently prescribed under such Regulations.

The Applicable Interest Rate will only be used to the extent required by Code Sections 411 (a) and 417 (e).

Notwithstanding the above, if a benefit is distributed in a form other than a non-decreasing annuity payable for a period not less than the life of a Participant (or in the case of a qualified Joint and Survivor Annuity, the life of the surviving spouse), the interest rate used in determining the Actuarial Equivalent of the Excess Percentage shall be an interest rate determined pursuant to Code Section 417.

The Applicable Interest Rate used in converting from the normal form to either a joint and survivor option or a certain and life option shall be 7%.

- C. **"Covered Compensation"** means, for a Plan Year, the average (without indexing) of the taxable

wage bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year preceding the calendar year in which the Participant attains (or will attain) Social Security Retirement Age. In determining a Participant's Covered Compensation for a Plan Year, the taxable wage base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as the taxable wage base in effect as of the beginning of the Plan Year for which the determination is being made.

- D. **"Guild Participant"** means a participant of the Guild Plan who had accrued a benefit under the Guild Plan as of December 31, 2003.

II. Retirement Benefits

- A. All Guild Participants ceased to accrue benefits under the Guild Plan as of December 31, 2003.
- B. In no event will a Guild Participant receive an Accrued Benefit under the SAG-Producers Plan that is less than the Accrued Benefit earned as of December 31, 2003 under the Guild Plan subject to all applicable provisions in the Guild Plan.

III. Special Rules

- A. **Early Retirement Benefit.** If a Guild Participant terminates employment after he has attained age 55 and completed 5 but less than 10 Years of Credited Service, such Guild Participant shall be entitled to receive a monthly benefit, payable in a form provided under paragraph (B) below, equal to the Actuarial Equivalent of the Guild Participant's Accrued Benefit as of December 31, 2003. Such Actuarial Equivalent shall be determined by reducing the Accrued Benefit by one-half percent (0.5%) per month for each month that his Annuity Starting Date precedes the date on which he will attain age 65. Benefits earned after December 31, 2003 will become payable upon the Participant's Normal Retirement Age as defined under the SAG-Producers Plan.

- B. **Optional Forms of Payment.** A Guild Participant shall be entitled to the following optional forms of payment attributable to his Accrued Benefit earned as of December 31, 2003 under the Guild Plan:
- i. A single life monthly annuity during the life of the Participant with no payments on his/her behalf after his/her death;
 - ii. A single life monthly annuity during the life of the Participant but with at least 180 certain monthly with such certain payments to be paid to a Beneficiary designated by the Guild Participant (such benefit to be the Actuarial Equivalent of the benefit as would be paid under a single life annuity);
 - iii. A lump sum distribution (with such benefit to be the Actuarial Equivalent of the benefit as would be paid under the Plan as in effect on the date of such distribution); provided, however, that a lump sum distribution under this paragraph shall be limited to the portion of the Participant's benefit accrual as of December 31, 2002; and
 - iv. A partial single lump sum distribution provided that no partial single lump sum distribution under this paragraph has previously been made to the Participant. The remainder of the benefit will be determined by reducing the monthly benefit to reflect the portion of the original monthly benefit distributed in the partial single sum distribution. The timing and form of the remainder of the benefit will be determined under separate election by the Participant. Election for the remaining annuity can be made on or after the partial single sum distribution election is made. A partial single lump sum distribution under this paragraph shall be limited to the portion of the Participant's benefit accrued as of December 31, 2002.
- C. **Death Benefit.** In the event a Guild Participant dies on or after January 1, 2004, such Guild Participant's Spouse or Beneficiary shall be entitled to a death benefit, if any, payable in accordance with the provisions of the SAG-Producers Plan as in effect on the date of his or her death.

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APPENDIX B

Retroactive Annuity Starting Date

Effective as of January 1, 2004, in the event a written notice of a Participant's optional forms of payment (the "QJSA notice") is required and provided after the Participant's annuity starting date as defined in Q&A-10(b) of Section 1.401(a)-20 of the Treasury Regulations, the Participant's annuity starting date shall be deemed a "retroactive annuity starting date." In such event, the following paragraphs shall apply:

1. The date the first payment is actually made to the Participant (the 'current annuity starting date') shall occur no later than 180 days after the date the QJSA notice is provided to the Participant (unless any delay beyond the 180 days is attributable to administrative delay in the payment of benefits).
2. The QJSA notice shall include the Participant's right to elect either a retroactive annuity starting date or a current annuity starting date.
3. The information included in the QJSA notice shall include information based on both the Participant's retroactive annuity starting date and current annuity starting date.
4. The Participant shall have the opportunity to elect in writing either (a) a benefit determined based on the retroactive annuity starting date or (b) a benefit determined based on the current annuity starting date.
5. In the event that (a) a Participant elects to receive his benefit determined as of a retroactive annuity starting date and (b) under the form of payment elected by such Participant the benefit payable to the Participant's spouse upon the Participant's death would be less than the benefit payable to such spouse if the Participant had elected to receive the 50% Joint and Survivor Pension determined and payable as of the current annuity starting date, then the Participant's spouse must consent in writing to the Participant's election of such retroactive annuity starting date.
6. Except in the case where payment of the Participant's benefit (other than a form of payment that is subject to Section 417(e) of the Internal Revenue Code) commences no more than 12 months after the retroactive annuity starting date, the Participant's benefit determined based on the retroactive annuity starting date (including any interest adjustments) shall satisfy the requirements of Section 415 of the Internal Revenue Code if the current annuity starting date were to be substituted for the retroactive annuity starting date for all purposes of determining the limits under Section 415 of the Internal Revenue Code, including for purposes of determining the applicable interest rate and the applicable mortality table used to adjust such limits.
7. If the Participant's benefit is payable in a form of payment which would have been subject to Section 417(e) of the Internal Revenue Code if payment had commenced as of the retroactive annuity starting date, then the amount of payment as of the current annuity starting date shall be no less than the amount of payment produced by applying the applicable interest rate and the applicable mortality table (defined in Section 417(e)(3) of the Internal Revenue Code), determined as of such date to the annuity form that was used to determine the amount of payment as of the Participant's retroactive annuity starting date.
8. In the event that a Participant elects (with spousal consent, if applicable) to receive his benefit determined as of a retroactive annuity starting date, the Participant shall receive a make-up payment to reflect any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payment, with an appropriate adjustment for interest from the

date the missed payment or payments would have been made (including, if applicable, a payment of the single-sum value of the Participant's retirement income) to the date of the actual make-up payment. If the Participant's benefit is paid in a form other than a single-sum payment, the benefit payments, other than any required make-up payment, shall be in an amount that is equal to the amount which would have been paid to the Participant had payments actually commenced on his retroactive annuity starting date.

9. For purposes of the foregoing, references to a Participant's spouse shall include an alternate payee who, under the terms of a qualified domestic relations order, is required to be treated as a surviving spouse in the event of the Participant's death.
10. Notwithstanding the foregoing, a benefit shall not be determined based on a retroactive annuity starting date to the extent not permitted under applicable law (including regulations and other administrative guidance under the Internal Revenue Code).

APPENDIX C

Puerto Rico Participants

The purpose of this Appendix C is to modify the provisions of the Plan as applicable to Participants that are subject to the laws of the Commonwealth of Puerto Rico. The provisions of this Appendix C amend the provisions of the Plan as applicable to Puerto Rico Participants in accordance with the Puerto Rico Internal Revenue Code of 2011, as amended (the "PR Code of 2011") which, pursuant to the rules thereunder, require these provisions for pension plans intended to be dual tax qualified in the Commonwealth of Puerto Rico and the United States of America.

Notwithstanding anything in the Plan to the contrary, the following provisions shall apply to residents of the Commonwealth of Puerto Rico that may be from time to time a Participant or Beneficiary in the Plan:

I. Definitions

For purposes of this Appendix C, the following term shall apply:

"Puerto Rico Participant" means a Participant that is, solely in compliance with the rules applicable to pension plan participants under the Puerto Rico Internal Revenue Code of 2011, as amended, and the rules thereunder, a person who is a resident of Puerto Rico and whose compensation is considered gross income for Puerto Rico income tax purposes.

II. Special Rules

Unless otherwise provided in this Appendix C, all terms and provisions of the Plan shall continue to apply to Puerto Rico Participants, and this Appendix C shall have no impact on those Participants who are not Puerto Rico Participants.

For purposes of this Appendix C, the following special rules shall apply to any Participant that is a Puerto Rico Participant:

For purposes of Section 5 of Article I of the Plan, effective January 1, 2012, the term "Employer" shall include those persons who, consistent with the intent of Section 5 of Article I of the Plan, are considered an "Employer" pursuant to PR Code of 2011 §1081.01(a)

(14) for purposes of determining compliance with PR Code of 2011 §§1081.01(a)(3) and 1081.01(a)(4).

For purposes of Section 27 of Article I of the Plan, as it applies for determining compliance with PR Code of 2011 §§1081.01(a)(3) and 1081.01(a)(4), effective January 1, 2011, “**Highly Compensated Employee**” means, any employee who (a) is an officer of the Employer, (b) a shareholder owning more than 5-percent of the Employer’s voting stock or the total value of all classes of the Employer’s stock, or (c) an employee who, for the immediately preceding taxable year, had compensation from the Employer in excess of the limit in Internal Revenue Code §414(q)(1)(B). This definition shall be interpreted consistently with PR Code of 2011 §1081.01(d)(3)(E)(iii).

For purposes of Article III of the Plan, Benefits distributable to a Puerto Rico Participant shall be subject to the provisions of the Internal Revenue Code and the PR Code of 2011, and the rules thereunder (specifically, Internal Revenue Procedure 2004-37), and the Puerto Rico income taxation rules of PR Code of 2011 §1081.01(b).

For purposes of Section 16 of Article VIII of the Plan, effective January 1, 2012, the annual accrued benefit limitation in Subsection (a)(1) therein shall be subject to the provisions of PR Code of 2011 §1081.01(a)(11).

For purposes of Section 18 of Article VIII of the Plan, effective January 1, 2012, the Compensation Limit therein shall be subject to the provisions of PR Code of 2011 §1081.01(a)(12).

For purposes of Section 20 of Article VIII of the Plan, effective January 1, 2011, the Direct Rollover provisions therein shall further provide: For Puerto Rico income tax purposes a direct rollover by the Plan to an eligible retirement plan specified by a distributee who is a resident of Puerto Rico, as determined pursuant to PR Code of 2011 §1010.01(a)(30), shall be treated as a taxable distribution unless: (a) the eligible rollover distribution is all or part of a single lump sum payment pursuant to PR Code of 2011 §1081.01(b)(1); and (b) the eligible retirement plan is a qualified employees’ trust described in PR Code of 2011 §1081.01(a) or a individual retirement account or individual retirement annuity described in PR Code of 2011 §1081.02. This provision shall be interpreted consistently with PR Code of 2011 §1081.01(b)(2)(A).

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