

**ELEVENTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Trustees desire to temporarily amend the Plan as a result of the COVID-19 pandemic to ease the ability of: employees to satisfy initial participation rules; Participants to meet vesting requirements; and Participants to avoid a Break-Service and Permanent Break-In-Service for the specified Plan Years.

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the action taken at the April 6, 2021 Board of Trustees meeting.

The following Plan provisions are amended as follows (*in bold and italics*):

Article I - Definitions

Section 6 – Break-in-Service

Break-in-Service means the Plan Year during which any unvested Participant has less than 501 Hours of Service.

For the Plan Years beginning July, 1 2020 and ending June 30, 2022, Break-in-Service means the two (2) Plan Years during which any unvested Participant has less than 501 Hours of Service.

Section 19 – Participant

Participant means an Employee on whose behalf an Employer makes contributions and who has met the participation requirement. An Employee

becomes a Participant on the earlier of: (a) the January 1 or July 1 following any consecutive 12 month period in which he or she has been credited with 800 hours of contributions, or (b) if the Employee has had contributions made on his or her behalf for at least 600 hours before July 1, 1990, the Employee became a Participant effective July 1, 1990. Notwithstanding the foregoing, and effective July 1, 1997, an Employee becomes a Participant on the earlier of the January 1, or July 1 following any consecutive 12 month period in which he or she has been credited with 800 hours of contributions.

If an Employee has less than 600 hours of Credited Contributions in a consecutive 12 month period, or in the period before July 1, 1990, the contributions made on the Employee's behalf for work performed more than 12 months before the Employee meets the 600-hour requirement shall be forfeited. Notwithstanding the foregoing, effective July 1, 1997, if an Employee who was not a Participant as of June 30, 1997 has less than 800 hours of Credited Contributions in a consecutive twelve month period, the contributions made on the Employee's behalf for work performed more than twelve months before the Employee meets the 800 hour requirement shall be forfeited; provided that such rule will apply only to contributions made on an Employee's behalf on or after July 1, 1997.

For the Plan Years beginning July 1, 2019 and ending June 30, 2022, if an Employee has an accumulation of 800 hours of Credited Contributions, the Credited Contributions will not be forfeited.

Once an Employee becomes a Participant, he or she will remain a Participant until suffering a Permanent Break In Service, Retirement, Death, or becoming Disabled. Effective July 1, 1999, notwithstanding the foregoing, an Employee who receives a distribution from the Plan because of Retirement for Age, under Section I of Article III of the Plan shall become a Participant after such Employee has been credited with one hour of contributions.

Section 32 – Year Of Service

Year of Service means a Plan Year during which the Employee completes at least 600 Hours of Service for which Contributions are required. Notwithstanding the foregoing, effective July 1, 1997, a Year of Service means a Plan Year during which

the Employee completes at least 800 Hours of Service for which Contributions are required.

For Plan Years beginning July 1, 2020 and ending June 30, 2022, Hours of Service are accumulated to satisfy the 800 Hours of Service requirement.

Article II, Section 2 – Credited Contributions

Contributions made on behalf of a Participant shall be “Credited Contributions” (except those Contributions forfeited under Article I, Section 19 before the Employee became a Participant and/or those made prior to a Participant suffering a Permanent Break-in-Service) if:

- a. Such contributions represent 600 Hours of Service per Plan Year, or effective July 1, 1997, 800 Hours of Service per Plan Year;
- b. They (i) represent less than 600 Hours of Service in a Plan Year ending before June 30, 1996, or, effective July 1, 1997, they represent less than 800 Hours of Service in a Plan Year and (i) are earned in any Plan Year after the Employee became a Participant and before he suffers a Permanent Break-in-Service; or
- c. They are received after a Participant becomes vested.
- d. For Plan Years beginning July 1, 2020 and ending June 30, 2022 contributions earned by a Participant that represent less than 800 Hours of Service shall maintain their Credited Contribution status for the Plan Year.***

Article II, Section 7 – Vested Benefits

A Participant who has been credited with at least 600 Hours of Service in each of two Plan Years or, effective July 1, 1997, 800 Hours of Service in each of two Plan Years, prior to a Permanent Break-in-Service shall be fully vested in his Account Balance. Effective July 1, 1997, a Participant who has been credited with at least 800 Hours of Service in each of two Plan Years shall be fully vested in his Account Balance.

For Plan Years beginning July 1, 2020 and ending June 30, 2022, Hours of Service will be accumulated for purposes of satisfying the vesting requirements.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Eleventh Amendment to the Plan, as amended and restated, as approved at the April 6, 2021 Board of Trustees meeting.

By: 
E. Joseph Miller, Chairman

Date: 9/7/2021

By: 
Linda Lutz, Secretary

Date: 9/8/2021

**TENTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, due to COVID-19 related circumstances persisting, the Trustees desire to amend the Plan's COVID-19 Hardship Distribution Program (Program) by providing an additional hardship distribution, increasing the hardship distribution amount, and providing three (3) Program extensions; and

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the actions taken by the Trustees at the August 20, 2020, November 17, 2020, January 6, 2021 and April 6, 2021 Board of Trustees' meetings.

Article II, Section 10, is amended as follows (*in bold*):

Section 10- Hardship Withdrawals

Effective July 1, 2019, a Participant may elect to receive a hardship distribution of up to fifty percent (50%) of their Vested Account, with a seventy-five thousand (\$75,000) maximum lifetime amount, attributable to Employer Credited Contributions.

Effective September 1, 2020 to December 31, 2020, a Participant may apply to receive their first or one (1) additional COVID-19 related hardship distribution since August 31, 2020 subject to (1) a COVID-19 hardship distribution cap of the lesser of twenty thousand dollars (\$20,000) or thirty percent (30%) of the Participant's Vested Account; (2) a minimum Vested Account balance of twelve thousand, five hundred dollars (\$12,500) and; (3) a hardship distribution amount of at least two thousand five hundred dollars (\$2,500).

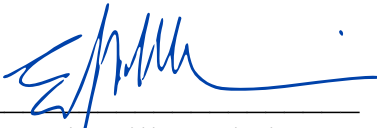
For a period of up to three (3) years from the date of a 2020 COVID-19 related hardship distribution, a Participant may pay back all or part of the COVID-19 related distribution to the Plan distributed between September 1, 2020 and December 31, 2020, pursuant to the CARES Act of 2020.

Effective January 1, 2021 to March 31, 2021, a Participant may apply to receive their first or one (1) additional COVID-19 related hardship distribution since August 31, 2020 subject to (1) a COVID-19 hardship distribution cap of the lesser of twenty thousand dollars (\$20,000) or thirty percent (30%) of the Participant's Vested Account; (2) a minimum Vested Account balance of twelve thousand, five hundred dollars (\$12,500) and; (3) a hardship distribution amount of at least two thousand five hundred dollars (\$2,500).

Effective April 1, 2021 to September 30, 2021, a Participant may apply to receive their first or one (1) additional COVID-19 related hardship distribution since August 31, 2020 subject to (1) a COVID-19 hardship distribution cap of the lesser of twenty thousand dollars (\$20,000) or thirty percent (30%) of the Participant's Vested Account; (2) a minimum Vested Account balance of twelve thousand, five hundred dollars (\$12,500) and; (3) a hardship distribution amount of at least two thousand five hundred dollars (\$2,500).

Effective January 1, 2021, COVID-19 hardship distributions occurring after December 31, 2020, are taxable to the Participant and the ten percent (10%) excise tax is applicable. Effective January 1, 2021, Participants cannot repay COVID-19 hardship distributions to the Plan that were distributed on or after January 1, 2021.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Tenth Amendment to the Plan, as amended and restated, with the expressed effective dates herein.

By: 
E. Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

Date: 9/7/2021

Date: 9/8/2021

**NINTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Board of Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Board of Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Board of Trustees reserved the power to amend the Plan and have exercised the power from time to time; and

WHEREAS, the Board of Trustees desires to amend the Plan, effective January 1, 2020, pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, which in part, temporarily waives the required minimum distribution for Plan Participants who otherwise would be required to take a minimum distribution during the 2020 calendar year;

NOW, THEREFORE, the Board of Trustees adopts this written amendment to formally document the action taken at the August 11, 2020 Board of Trustees' meeting.

1. Article III, Section 7 is amended as follows (*in bold and italics*):

SECTION 7- ELIGIBILITY FOR BENEFITS

Any payment of benefits to the Participant shall begin not later than 60 days after the date the Participant or the Participant's Beneficiary or Surviving Spouse qualifies and makes proper application. In any event, however, payments must start no later than the April 1 following the Calendar Year in which the Participant attains age 70½.

Effective January 1, 2020, payments must start no later than the April 1 following the Calendar Year in which the Participant attains age 72, if the Participant attains age 70½ after December 31, 2019, pursuant to the SECURE Act of 2019.

Effective January 1, 2020, the required minimum distribution for calendar year 2020 is temporarily waived pursuant to the CARES Act of 2020, unless the Participant affirmatively elects to receive the required minimum distribution.

Effective for Plan Years beginning after December 31, 1996, non 5 percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (age 72 for a Participant who turns age 70 ½ after December 31, 2019) or a required beginning date that is April 1 of the calendar year following the later of: (i) the calendar year in which the Participant attains 70½ (age 72 for a Participant who turns age 70 ½ after December 31, 2019), or (ii) the calendar year in which the Participant retires. ***If a non-five (5) percent owner's required beginning date occurs in calendar year 2020, the required minimum distribution is temporarily waived for 2020, unless the individual affirmatively elects the distribution, pursuant to the CARES Act.***

2. Article III, Section 10 is amended as follows:

SECTION 10 – COMMENCEMENT OF BENEFITS

Plan benefits begin when a Participant retires, dies, or terminates employment pursuant to Article III, Section 4. Benefits, which begin before the Normal Retirement Date for a Participant who became Totally and Permanently Disabled when he was an Employee, shall be deemed to begin because he is Totally and Permanently Disabled.

Benefits shall begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70½ years old (“required beginning date”) (age 72 for a Participant who turns age 70½ after December 31, 2019). Effective for

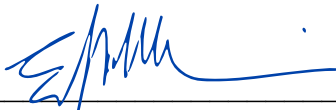
Plan Years beginning after December 31, 1996, Participants who are not five percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (age 72 for a participant who turns age 70½ after December 31, 2019) or a required beginning date that is April 1 of the calendar year following the later of: (I) the calendar year in which the Participant attains 70½ (age 72 for a participant who turns age 70½ after December 31, 2019), or (II) the calendar year in which the Participant retires. In absence of an affirmative election, the Participant will have been deemed to have selected the latest permissible required beginning date.

Effective January 1, 2020, the required minimum distribution for calendar year 2020 is temporarily waived, unless the Participant affirmatively elects to receive the required minimum distribution pursuant to the CARES Act of 2020.

If a Participant dies after his required beginning date for purpose of the Code Section 401(a)(9), any benefit payable to the Participant that is not payable to a Beneficiary designated or deemed designated by the Participant, will be payable within five years after the Participant's death. Any portion of such Participant's interest which is payable to a Beneficiary designated by the Participant or deemed to be designated by the Participant will be distributed (a) within five years after the Participant's death, (b) over the life of the Beneficiary or (c) over a period certain not exceed the life expectancy of the Participant and such designated beneficiary beginning not later than the end of the calendar year in which the Participant dies (or if the Beneficiary is a Surviving Spouse, beginning not later than the end of the calendar year following the calendar year in which the Participant would have reached age 70½ (age 72 for a participant who turns age 70½ after December 31, 2019)). ***In the event the Surviving Spouse elected the Participant's required beginning date and that date occurs during calendar year 2020, the Surviving Spouse's requirement to begin distribution is temporarily waived, unless the Surviving Spouse affirmatively elects to receive the required minimum distribution pursuant to the CARES Act of 2020.*** All distributions under the Plan shall comply with the minimum distribution incidental benefit requirements of Section

401(a)(9)(g), including, to the extent applicable, proposed Treasury Regulation Section 1.401 (a)(9)-2 which provide that any distribution required under the incidental death benefit requirement of this section shall be treated as a required distribution. The requirements of such Sections override Plan distribution options to the extent that any distribution under such option might be inconsistent with such sections, All Plan distributions shall be made in accordance with Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and as modified or replaced by subsequent applicable regulations, rulings or other proper exercise of authority by the Department of Treasury, the Internal Revenue Service or either of their respective proper designees. Subject to the requirements of Article Section 8 above, benefit payments shall commence no later than the times and dates required by the Code Section 401(a)(9), Treasury Regulation Sections 1.401 (a)(9) and 1.411(d)(4), and other applicable Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference, Subject to Article III, Section 8, Joint and Survivor Annuity Requirements, the requirements of this article shall apply to any distribution of a participant's interest and will take precedence over any inconsistent provisions of this Plan.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Ninth Amendment to the Plan, as amended and restated, effective January 1, 2020.

By: 
E. Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

Date: 9/7/2021

Date: 9/8/2021

**EIGHTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Trustees desire to amend the Plan, effective March 1, 2020, pursuant to the Final Rule, issued by the Employee Benefits Security Administration of the Department of Labor (DOL) and the Internal Revenue Service (IRS) on May 4, 2020, which provides Participants with an extension of time to appeal denied claims as a result of the COVID-19 pandemic and declared National Emergency.

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the action taken by the Trustees.

1. Article V, Section 2, is amended as follows (*in bold and italics*):

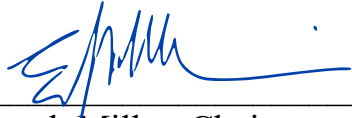
Section 2- Claims Procedures

The Trustees shall make all determinations as to the right of any person to benefit. Any denial by the Trustees of any claim for benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures.

Pursuant to the Final Rule issued jointly by the DOL and IRS on May 4, 2020, the Plan shall provide additional time for Participants to appeal adverse benefit

determinations made by the Trustees. This extension applies during the Outbreak Period, which is defined as the period beginning March 1, 2020, and ending sixty (60) days after the announced end of the National Emergency. Accordingly, Participants are not required to file benefit appeals during the Outbreak Period. The established appeals procedure timeframe will resume at the end of the Outbreak Period.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Eighth Amendment to the Plan, as amended and restated, effective March 1, 2020.

By: 
Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

Date: August 18, 2020

Date: August 19, 2020

**SEVENTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Trustees desire to amend the Plan by providing for hardship distributions for COVID-19 related circumstances.

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the action taken by the Trustees.

1. Article II, Section 10, is amended as follows (*in bold and italics*):

Section 10- Hardship Withdrawals

Effective July 1, 2019, a Participant may elect to receive a hardship distribution of up to fifty percent (50%) of their Vested Account, with a seventy-five thousand (\$75,000) maximum lifetime amount, attributable to Employer Credited Contributions.

For purposes of this Section, hardship is defined as an immediate and heavy financial need of the Participant where such Participant lacks other available resources. Financial needs considered immediate and heavy include: 1) expenses incurred or necessary for medical care, described in Code section 213(d), by the Participant, the Participant's Spouse, or dependents; 2) Participant child support obligations; 3) payment to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence; 4) funeral or burial expenses for the Participant's deceased parent, Spouse, child, or dependent; and 5) payment to repair damage to the Participant's principal residence that would

qualify for a casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds ten-percent of adjusted gross income).

Payment of the hardship distribution shall be made to the appropriate lender/service provider.

The minimum Vested Account balance required for obtaining a distribution is twenty thousand dollars (\$20,000).

The minimum hardship distribution is two thousand, five hundred dollars (\$2,500); medical care expenses from a provider must total at least two thousand five hundred dollars (\$2,500).

A Participant is limited to one (1) distribution per twelve (12) month rolling period; however, a Participant may choose more than one hardship event at the time of application.

A one hundred dollar (\$100) non-refundable administrative fee must be submitted by the Participant with each application for a distribution.

Effective April 1, 2020 to August 31, 2020, a Participant may elect to receive a COVID-19 related hardship distribution of the lesser of fifteen thousand dollars (\$15,000) or twenty percent (20%) of their Vested Account.

For purposes of this COVID-19 related hardship distribution, hardship is defined as loss of work, laid off, or other losses or expenses due to the COVID-19 virus.

Payment of the COVID-19 related hardship distribution shall be made directly to the Participant and excise taxes shall not apply.

The minimum Vested Account balance required for obtaining a COVID-19 related hardship distribution is twelve thousand five hundred dollars (\$12,500). The minimum COVID-19 related hardship distribution is two thousand five hundred dollars (\$2,500).

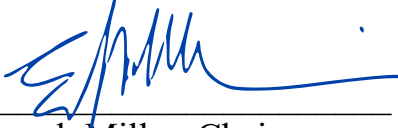
A Participant may receive a COVID-19 hardship distribution within a twelve (12) month period from another Plan hardship distribution described in Article II, Section 10 or Article III, Section 4, if the Participant's previous Plan

hardship distribution has not met the maximum hardship distribution amount of the lesser of fifty percent (50%) or seventy-five thousand dollars (\$75,000) of their Vested Account.

For a period of up to three (3) years from the date of a COVID-19 related hardship distribution, a Participant may pay back all or part of the COVID-19 related distribution to the Plan, pursuant to the CARES Act of 2020.

A one hundred dollar (\$100) non-refundable administrative fee must be submitted by the Participant with each COVID-19 related hardship distribution application.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Seventh Amendment to the Plan, as amended and restated, effective April 1, 2020.

By: 
Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

Date: August 18, 2020

Date: August 19, 2020

**SIXTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Board of Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Board of Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Board of Trustees reserved the power to amend the Plan and have exercised the power from time to time; and

WHEREAS, the Board of Trustees desires to amend the Plan, effective January 1, 2020, pursuant to the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019, which in part, delays the commencement of the required minimum distribution by increasing the Plan Participant's age from seventy and one-half (70½) to seventy-two (72), for individuals turning seventy and one-half (70½) after December, 31, 2019;

NOW, THEREFORE, the Board of Trustees adopts this written amendment to formally document the action taken at the January 14, 2020 Board of Trustees' meeting.

1. Article III, Section 7 is amended as follows:

SECTION 7- ELIGIBILITY FOR BENEFITS

Any payment of benefits to the Participant shall begin no later than 60 days after the date the Participant or the participant's Beneficiary or Surviving Spouse qualifies and makes proper application. In any event, however, payments must start no later than the April 1 following the Calendar Year in which the Participant attains age 70½.

Effective January 1, 2020, payments must start no later than the April 1 following the Calendar Year in which the Participant attains age 72, if the Participant attains age 70½ after December 31, 2019, pursuant to the SECURE Act of 2019.

Effective for Plan Years beginning after December 31, 1996, non 5 percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (***age 72 for a Participant who turns age 70½ after December 31, 2019***) or a required beginning date that is April 1 of the calendar year following the later of: (i) the calendar year in which the Participant attains 70½ (***age 72 for a Participant who turns age 70½ after December 31, 2019***), or (ii) the calendar year in which the Participant retires.

2. Article III, Section 10 is amended as follows:

SECTION 10 – COMMENCEMENT OF BENEFITS

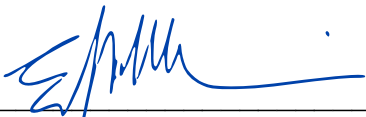
Plan benefits begin when a Participant retires, dies, or terminates employment pursuant to Article III, Section 4. Benefits, which begin before the Normal Retirement Date for a Participant who became Totally and Permanently Disabled when he was an Employee, shall be deemed to begin because he is Totally and Permanently Disabled.

Benefits shall begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70½ years old (“required beginning date”) (***age 72 for a Participant who turns age 70½ after December 31, 2019***). Effective for Plan Years beginning after December 31, 1996, Participants who are not five percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (***age 72 for a Participant who turns age 70½ after December 31, 2019***) or a required beginning date that is April 1 of the calendar year following the later of: (I) the calendar year in which the Participant attains 70½ (***age 72 for a Participant who turns age 70½ after December 31, 2019***), or (II) the calendar year in which the Participant retires. In absence of an affirmative election, the Participant will be deemed to have selected the latest permissible required beginning date.

If a Participant dies after his required beginning date for purpose of the Code Section 401(a)(9), any benefit payable to the Participant that is not payable to a Beneficiary designated or deemed designated by the Participant, will be payable

within five years after the Participant's death. Any portion of such Participant's interest which is payable to a Beneficiary designated by the Participant or deemed to be designated by the Participant will be distributed (a) within five years after the Participant's death, (b) over the life of the Beneficiary or (c) over a period certain not exceed the life expectancy of the Participant and such designated beneficiary beginning not later than the end of the calendar year in which the Participant dies (or if the Beneficiary is a Surviving Spouse, beginning not later than the end of the calendar year following the calendar year in which the Participant would have reached age 70½ (***age 72 for a Participant who turns age 70½ after December 31, 2019***)). All distributions under the Plan shall comply with the minimum distribution incidental benefit requirements of Section 401(a)(9)(g), including, to the extent applicable, proposed Treasury Regulation Section 1.401 (a)(9)-2; which provide that any distribution required under the incidental death benefit requirement of this section shall be treated as a required distribution. The requirements of such Sections override Plan distribution options to the extent that any distribution under such option might be inconsistent with such sections. All Plan distributions shall be made in accordance with Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and as modified or replaced by subsequent applicable regulations, rulings or other proper exercise of authority by the Department of Treasury, the Internal Revenue Service or either of their respective proper designees. Subject to the requirements of Article III, Section 8 above, benefit payments shall commence no later than the times and dates required by the Code Section 401(a)(9), Treasury Regulation Sections 1.401 (a)(9) and 1.411(d)(4), and other applicable Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference, Subject to Article III, Section 8, Joint and Survivor Annuity Requirements, the requirements of this article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Sixth Amendment to the Plan, as amended and restated, effective January 1, 2020.

By: 
Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

Dated: August 18, 2020

Dated: August 19, 2020

**FOURTH AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Board of Trustees wish to amend the Plan effective April 1, 2018, pursuant to the Department of Labor's final regulations regarding disability claims procedures to adopt changes to the Plan's Claims Procedures (Article V, Section 2) as it applies to the Retirement for Disability provision of Article III, Section 3;

NOW, THEREFORE, the Board of Trustees adopt this document to memorialize the Plan Amendment adopted at the March 5, 2019 Board of Trustees meeting:

1. Article V, Section 2 is amended in its entirety as follows:

SECTION 2 – CLAIMS PROCEDURES

A. Pension Claims

The Trustees shall make all determinations as to the right of any person to a Benefit. Any denial by the Trustees of any claim for Benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures.

B. Disability Claims (new)

The Trustees shall make all determinations as to the right of any person to a disability retirement benefit as provided in Article III of the Plan. Any denial by the Trustees of any claim for a disability retirement benefit shall comply with the disability claims procedures pursuant to the Department of Labor Final Regulations for all disability claims filed on or after April 1, 2018.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Fourth Amendment to the Plan, as amended and restated, effective April 1, 2018.

By: 
E. Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

**THIRD AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Trustees desire to amend the Plan by changing the definition of "retired" to include obtaining Normal Retirement Age.

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the action taken by the Trustees.

1. Article I, Section 23, is amended as follows:

"Retired" means *obtaining Normal Retirement Age, as defined in Article I, Section 18.*

2. Article III, Section 1 is amended as follows:

A Participant shall be eligible to retire from employment in the Trade at any time after attaining Normal Retirement Age.

An Eligible Participant who wants to retire must submit an application to the Trustees in the form they prescribe. ~~When the application is received, a sixty (60) day waiting period will apply to confirm that no employer contributions were submitted to the Fund for at least one calendar month.~~ The benefits payable to a qualified retiring Participant, at the option of the Participant and subject to the provisions of Section 8 of this Article III, shall be paid in one of the following forms:

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Third Amendment to the Plan, as amended and restated, effective September 1, 2018.

By: 
E. Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

**SECOND AMENDMENT TO THE
LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective July 1, 2014; and

WHEREAS, the Trustees desire to amend the Plan to apply a sixty (60) day waiting period for those participants applying for Early or Normal Retirement Fund benefits to confirm employer contributions ceased for one calendar month.

NOW, THEREFORE, the Trustees adopt this written amendment to formally document the action taken by the Trustees at that meeting.

1. Article III, Section 1 is amended as follows:

A Participant shall be eligible to retire from employment in the Trade at any time after attaining Normal Retirement Age.

An Eligible Participant who wants to retire must submit an application to the Trustees in the form they prescribe. *When the application is received, a sixty (60) day waiting period will apply to confirm that no employer contributions were submitted to the Fund for at least one calendar month.* The benefits payable to a qualified retiring Participant, at the option of the Participant and subject to the provisions of Section 8 of this Article III, shall be paid in one of the following forms:

2. Article III, Section 2 is amended as follows:

Any Participant shall be eligible to retire early from employment in the Trade upon attaining the age of 58, providing the Participant has five Years of Service. Application for Early Retirement benefits must be made to the Trustees in the form they prescribe. *When the application is received, a sixty (60) day waiting period will apply to confirm that no employer contributions were submitted to the Fund for at least one calendar month.* Early Retirement benefits shall be paid, subject to the provisions of Section 8 of this Article III, in one of the forms set forth in Section 1 of this Article III.

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this Second Amendment to the Plan, as amended and restated, effective August 1, 2018.

By: 
E. Joseph Miller, Chairman

By: 
Linda Lutz, Secretary

**FIRST AMENDMENT TO THE
IATSE LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated Effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan; and

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted the Pension Plan effective January 1, 1989; and

WHEREAS, the Trustees reserved the power to amend the Plan and have exercised the power from time to time, most recently to amend and restate the Plan effective January 1, 2011; and

WHEREAS, that amended and restated Plan was submitted to the Internal Revenue Service (IRS) for approval on February 2, 2015; and

WHEREAS, the IRS requested certain changes in connection with the Plan's application for a favorable determination letter; and

WHEREAS, the Trustees have amended the Plan as authorized in prior resolutions to adopt amendment language requested by the IRS in connection with its issuance of a favorable determination letter to be amended immediately coincident with the date of that letter with such amendments being effective as of the dates determined necessary by the Internal Revenue Service in connection with such determination letter; and

WHEREAS, the Trustees, by proper action as described above, amended the Plan, as set forth below, effective as of the dates set forth below:

NOW, THEREFORE, the Trustees adopt this amendment to formally document the actions previously taken by the Trustees.

1. Article II, Section 1 is amended as follows effective July 1, 2008:

SECTION 1 – REQUIRED CONTRIBUTIONS

The Plan is a defined contribution money-purchase pension plan for purposes of the Code. Every Employer shall contribute to the Plan those amounts specified in the applicable Collective Bargaining Agreement or other written agreement. Specimen applicable collective bargaining agreement contribution requirements are attached as an addendum to the Plan.

Effective December 13, 1994 and to the extent permitted by ERISA and as required by Code Section 414(u), an Employee who leaves covered employment to enter the "Uniformed Services," shall be provided credit for such contributions and other service as may be required under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), as amended, including by the Heroes Earnings Assistance and Relief Tax Act of

2008 and any subsequent legislation that affects the rights of persons serving or treated as serving, in the United States Armed Forces. The Trustees shall compute such credit under rules adopted by the Trustees and USERRA to the extent permitted by ERISA and required by Code Section 414(u) including Code Section 414(u)(9).

2. Article III, Section 5 is amended as follows effective July 1, 2008:

SECTION 5 – UPON DEATH

If a Participant dies while still a Participant in the Plan and before drawing out his or her Account Balance, his or her Beneficiary shall, subject to the provisions of Article III, Section 9, and Article III, Section 11 be entitled to receive a single sum cash payment equal to the deceased Participant's remaining Account Balance plus any Contributions made to the Fund on the Participant's behalf for the then current Plan Year. An application for this benefit must be made to the Trustees by, or on behalf of, the Beneficiary on a form prescribed by the Trustees. Notwithstanding the foregoing, effective July 1, 2008, survivors of any Participant who dies while on military service are entitled to any additional benefits that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death as provided or required by Code Sections 414(u), including Code Section 414(u)(9).

IN WITNESS HEREOF, the Fund's Chairman and Secretary have executed this First Amendment to the Plan, effective as of the date set forth herein, on March 18, 2016.

By: 
Calvin Hazelbaker, Chairman

By: 
Alan N. Lichtenstein, Secretary

IATSE LOCAL 38 AND LOCAL 812 PENSION PLAN

(As Amended and Restated effective July 1, 2014)

**IATSE LOCAL 38 AND LOCAL 812 PENSION PLAN
(As Amended and Restated effective July 1, 2014)**

WHEREAS, the Trust Agreement establishing the IATSE Local 38 and Local 812 Pension Fund grants the Trustees the authority to formulate and adopt a Pension Plan;

WHEREAS, in exercise of this power, the Trustees of the IATSE Local 38 and Local 812 Pension Fund adopted this Pension Plan, effective January 1, 1989;

WHEREAS, the Trustees have reserved the power to amend the Plan and now desire to amend and restate the Plan in its entirety as of July 1, 1989 (except as otherwise noted) to reflect changes required by the Trustees desire to have the Plan amended and restated in its entirety to be retroactively effective as of July 1, 2009 (except as otherwise noted) to reflect changes required by Small Business Jobs Act of 2010, the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, the Moving Ahead for Progress in the 21st Century Act and the American Taxpayer relief Act of 2012 and other current requirements for tax-qualification and the regulations issued under such Acts, and all other applicable legislation, regulations and rulings which have been enacted or issued and to incorporate all amendments made to the Plan since its 2010 restatement.

NOW, THEREFORE, in further exercise of the power reserved to them, the Trustees of the IATSE Local 38 and Local 812 Pension Fund amend, restate and continue the Pension Plan in this amended and restated document.

ARTICLE I

DEFENITIONS

SECTION 1 – DEFINITIONS IN GENERAL

Wherever the following words and phrases in this Article are capitalized, then, they shall have the meanings set forth in this Article unless the context in which they are used clearly indicates a different meaning.

SECTION 2 – ACCOUNT

Account means a Participant's share of the Trust Fund. A Participant's Account shall be reduced by any distribution from his or her Account and by any forfeiture charged against the Account. A Participant's Account will participate in earnings credited, expenses, charged,

deductions required, forfeitures distributed and any appreciation or depreciation of the Trust Fund as provided by the Plan.

SECTION 3 – ACTUARIAL EQUIVALENT

Actuarial Equivalent means a benefit having the same value as the benefit which it replaces. A benefit's Actuarial Equivalent will be based on accepted actuarial assumptions and methods used in the insurance industry at the time the Actuarial Equivalent is calculated.

SECTION 4 – BENEFICIARY

Beneficiary means the Person or persons described in Article III, Section 6 who is or are entitled to receive any death benefits from the Plan upon the death of a Participant, retired Participant, disabled Participant, or former Participant.

SECTION 5 – BENEFITING

For purposes of Code nondiscrimination testing, a Participant is treated as benefiting under the Plan for any Plan Year during which the Participant receives or is deemed to receive an allocation in accordance with Treasury Regulation Section 1.410(b)-3(a).

SECTION 6 – BREAK-IN-SERVICE

Break-in-Service means the Plan Year during which any unvested Participant has less than 501 Hours of Service.

SECTION 7 – CODE

The term "Code" or "Internal Revenue Code" means the Internal Revenue Code 1986 as amended from time to time.

SECTION 8 – COMPENSATION

Compensation means all of each Participant's earnings from all Employers. For purposes of the Plan, Compensation in excess of \$200,000 shall be disregarded. Such amount shall be adjusted at the same time and in such manner as permitted under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year and the first adjustment to the \$200,000 limitation shall be effective on January 1, 1990. For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by 12. In applying this limitation, effective for Plan Years beginning before January 1, 1997, the family group of a Highly Compensated Participant who is subject to the family member aggregation rules of Code Section 414(q)(6) because such Participant is either a "five percent owner" of an Employer or one of the 10 Highly Compensated Employees paid

the greatest "415 Compensation" during the year, shall be treated as a single Participant, except that for this purpose family members shall include only the affected Participant's spouse and any lineal descendants who have not attained age 19 before the close of the year. If, as a result of the application of such rules, the adjusted \$200,000 limitation is exceeded, then the limitation shall be prorated among the affected family members in proportion to each such family member's Compensation prior to the application of this limitation, or the limitation shall be adjusted in accordance with any other method permitted by regulation.

In addition to other application 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, 1994, the annual Compensation for each Employee 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 Code Section 401(a)(17)(B). 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, 1994, any reference to this Plan to the limitation of Section 401(a)(17) shall mean the OBRA '93 annual compensation limit set forth in this provision.

If Compensation for any prior determination is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the OBRA '93 annual Compensation limit in effect for that prior determination period. For this purpose, the determination periods beginning before the first day of the Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is \$150,000.

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401 (a)(17)(B) of the Code. Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. Effective July 1, 2002, to the extent required by Code Section 415 and its regulations, an Employee's Compensation for a limitation year also shall include payments made to an Employee on or before two and one-half months after severance from employment or, if later, the end of the limitation year that includes the date of such Employee's severance from employment. Notwithstanding anything to the contrary contained herein, compensation shall not include amounts in excess of \$200,000 (adjusted for increases in the cost of living in accordance with the rulings of the Secretary of the Treasury).

SECTION 9 – CREDITED CONTRIBUTIONS

Credited Contribution means contributions that are credited to a Participant's Account as set forth in Article II, Section 2.

SECTION 10 – EARLY RETIREMENT AGE

Early Retirement Age means the first day of the calendar month coinciding with or next following the date on which a Participant attains his 58th birthday, provided he or she has at least five years of service.

SECTION 11 – EFFECTIVE DATE OF THE PLAN

The Effective Date of the Plan is January 1, 1989.

SECTION 12 – EMPLOYEE

Employee means the person on whose behalf an Employer is required to make contributions to the Fund, or who may become eligible for benefits under the Plan, including business representatives or other individuals employed by the Union and any member of the Union while employed in a paid capacity by the Union or its affiliate. Solely for nondiscrimination testing purposes under the Code, the term "Employee" also includes any individual who is employed by a related business or employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o). The term "Employee" also shall include, solely for nondiscrimination testing purposes, any Leased Employee who is deemed to be an Employee as provided in Code Section 414 (n) or (o).

SECTION 13 – EMPLOYER

Employer includes:

- a. any member of an Employer association who is bound by a Collective Bargaining Agreement between the Union and its association to make contributions to the Trust Fund;
- b. any individual, partnership, or corporation engaged in work using or employing the services of individuals who perform job tasks that come within the Jurisdiction of the Union and having a written agreement requiring contributions to the Trust Fund; and
- c. The Union or its affiliate to the extent, and only to the extent, that it acts in the capacity of an Employer of its business representatives or other Employees in whose behalf it makes contributions to the Trust Fund.

SECTION 14 – ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued under ERISA in effect at any time of reference.

SECTION 15 – HOURS OF SERVICE

Hours of Service means:

- a. Each hour for which an Employee is paid, or was entitled to payment, for the performance of covered duties for the Employer during the Plan Year. Such hours will be credited in the Plan Year in which the duties are performed;
- b. Each hour for which an Employee is paid, or was entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to the vacation, holiday, illness, incapacity (including disability), layoffs, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any such continuous period. (whether or not such period occurs in a single Plan Year);

Notwithstanding the foregoing, Hours of Service shall not include hours for which an Employee is directly or indirectly paid or entitled to payment on account of a period for which no duties are performed, irrespective of whether the employment relationship is terminated, if such payment is made to under a plan maintained solely for purposes of complying with applicable workers' compensation or disability insurance laws or hours for a period during which payments are made to an Employee solely to reimburse Employee for medical or medically related expenses incurred by the Employee; and

- c. Each hour from which back-pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties by an Employer. These hours will be credited in the Plan Year in which the duties were performed. No hours will be credited under his Paragraph if already credited under paragraph a or b above.

Hours of Service will include an absence due to service in the armed forces of United States, provided the absence is caused by war or other emergency, or provided that the Participant is required to serve under the law of conscription in the time of peace, and shall be conditioned upon a Participant's return to employment with a contributing Employer within the period provided by law. Effective December 13, 1984, a Participant will be credited with Hours of Service during a year for vesting purposes and for purposes of avoiding of a one-year Break-

In-Service to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994.

Hours of Service shall be computed pursuant to the Department of Labor Regulations 2530.200 b-2.

Solely for the purpose of preventing a Break-in-Service from occurring in a Plan Year, Hours Of Service shall be credited to a Participant who was absent from work for maternity or paternity reasons. The Hours of Service credited shall be equal to the Hours of Service which would otherwise be credited to the Participant but for the absence. In a case in which the hours cannot be determined, eight Hours of Service for each day of the absence will be credited. An absence from work for maternity or paternity reasons means an absence (1) because of the Participants' pregnancy; (2) because of the birth of the Participant's child; (3) the placement of a child with the Participant in connection with the adoption of the child by the Participant; or (4) for the purposes of caring for such child for a period beginning immediately following the birth or placement of such child with the Participant. The Hours of Service credited under this paragraph shall be credited (a) in the Plan Year in which the absence begins if the crediting is necessary to prevent a one-year Break-in-Service in that Plan Year; or (b) in all other cases, in the following Plan Year. No Hours of Service shall be credited under this paragraph unless the Participant timely provides the Trustees with any information that Trustees may require to establish whether the Participant's absence from work is due to one of the reasons described in this paragraph.

Effective August 5, 1998, solely for purposes of preventing a Break-in-Service, as defined in Section 6 of Article I, Hours of Service shall be credited to a Participant during the period when such Participant is on approved Family Medical Leave Act leave. For purposes of this paragraph, a Participant will be credited with eight Hours of Service for each day during the Monday through Friday work week during which the Participant is on approved Family Medical Leave Act leave or the number of Hours of Service required by applicable regulations.

This Hours of Service definition shall be construed to resolve any ambiguity in favor of crediting Participants with Hours of Service.

SECTION 16 – JURISDICTION

Jurisdiction means the type of work normally claimed by the Union under its Constitution, By-laws, Rules, Regulations and Collective Bargaining Agreements which is performed within the Union's geographic area.

SECTION 17 – LEASED EMPLOYEE

The term "Leased Employee" means any person (other than the employee of the recipient of leased services) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with 414(n)(6) of the Internal Revenue Code) on a substantially full-time basis for a period of at least one year, and such services are of a type

historically performed by employees in the business field of the recipient employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be construed as employee of the recipient if (i) such employee is covered by a money purchase pension plan providing (1) a nonintegrated employer contribution rate of at least 10% of Compensation, as defined by Section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludible from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h) or Section 403(b) of the Internal Revenue Code, (2) immediate participation and (3) full and immediate vesting and (ii) Leased Employees do not constitute more than 20% of the recipient's non-highly compensated work force.

Effective for Plan Years Beginning after April 30, 1997, the term "Leased Employee" means as any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient.

SECTION 18 – NORMAL RETIREMENT AGE

Normal Retirement Age means the first day of the calendar month coinciding with or next following the date on which a Participant attains his 62nd birthday.

SECTION 19 – PARTICIPANT

Participant means any Employee on whose behalf an Employer makes contributions and who has met the participation requirement. An Employee becomes a Participant on the earlier of: (a) the January 1 or July 1 following any consecutive 12 month period in which he or she has been credited with 800 hours of contributions, or (b) if the Employee has had contributions made on his or her behalf for at least 600 hours before July 1, 1990, the Employee became a Participant effective July 1, 1990. Notwithstanding the foregoing, and effective July 1, 1997, an Employee becomes a Participant on the earlier of the January 1, or July 1 following any consecutive 12 month period in which he or she has been credited with 800 hours of contributions.

If an Employee has less than 600 hours of Credited Contributions in a consecutive 12 month period, or in the period before July 1, 1990, the contributions made on the Employee's behalf for work performed more than 12 months before the Employee meets the 600-hour requirement shall be forfeited. Notwithstanding the foregoing, effective July 1, 1997, if an Employee who was not a Participant as of June 30, 1997 has less than 800 hours of Credited Contributions in a consecutive twelve month period, the contributions made on the Employees' behalf for work performed more than twelve months before the Employee meets the 800 hour

requirement shall be forfeited; provided that such rule will apply only to contributions made on an Employee's behalf on or after July 1, 1997.

Once an Employee becomes a Participant, he or she will remain a Participant until suffering a Permanent Break In Service, Retirement, Death, or becoming Disabled. Effective July 1, 1999, notwithstanding the foregoing, an Employee who receives a distribution from the Plan because of Retirement for Age, under Section I of Article III of the Plan shall become a Participant after such Employee has been credited with one hour of contributions.

SECTION 20 – PERMANENT BREAK-IN-SERVICE

Permanent Break-in-Service means, for a non-vested Participant, a termination of his participation in the Plan and a forfeiture of all service and employer contributions previously credited to him. A Permanent Break-in-Service will occur on the last day of the Plan Year in which a Participant's consecutive one-year Breaks-in-Service equal five.

SECTION 21 – PLAN OR PENSION PLAN

Plan or Pension Plan means the IATSE Local 38 and Local 812 Pension Plan, as set forth in this document and as it may be amended from time to time.

SECTION 22 – PLAN YEAR

Plan Year means the 12-consecutive month period from July 1 to June 30, except for the first Plan Year, which ran from January 1, 1989 to June 30, 1990.

SECTION 23 – RETIRED

"Retired" means a Participant's complete cessation of any work of any kind in the Trade for any Employer.

SECTION 24 – SINGLE LIFE ANNUITY

The term "Single Life Annuity" means an annuity payable in equal installments for the life of the Participant that terminates on the Participant's death.

SECTION 25 – SURVIVING SPOUSE

Surviving spouse means the person to whom a Participant, retired Participant, or former Participant has been legally married for 12 consecutive months at the time of his or her death, except that, whenever benefits become payable under the 50% Qualified Joint and Survivor Form described in Article III, Section 8 prior to the death of the Participant, his or her Surviving Spouse, if any, shall mean the person to whom he or she was legally married for

12 consecutive months at the time such benefits became payable, provided such person is still alive at the time of the Participant's death. Effective June 26, 2013, notwithstanding any contrary provision in the law of Michigan or any other state, "spouse" shall include a same sex spouse of a Participant. The Plan shall recognize any and all same sex marriages that are valid or recognized as valid in the jurisdiction in which they are or were performed.

SECTION 26 – THE TRADE

The Trade means any occupation in the performance industry, including any occupation in motion picture, theater, concert, industrial show, or television productions within the Union's Jurisdiction.

SECTION 27 – TOTALLY AND PERMANENTLY DISABLED

Totally and Permanently Disabled means a physical or mental condition which, in the judgment of the Trustees, based upon medical and other evidence, prevents a Participant from working in the Trade.

SECTION 28 – TRUST AGREEMENT

Trust Agreement means the Agreement and Declaration of Trust establishing the IATSE Local 38 and Local 812 Pension Fund, as that instrument may, from time to time, be amended.

SECTION 29 – TRUSTEES

Trustees mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement, and as constituted from time to time in accordance with the Trust Agreement.

SECTION 30 – TRUST FUND

Trust Fund means the IATSE Local 38 and Local 812 Pension Fund and its entire assets.

SECTION 31 – UNION

Union means IATSE Local 38 and IATSE Local 812 collectively.

SECTION 32 – YEAR OF SERVICE

Year of Service means a Plan Year during which the Employee completes at least 600 Hours of Service for which Contributions are required. Notwithstanding the foregoing, effective July 1, 1997, a Year of Service means a Plan Year during which the Employee completes at least 800 Hours of Service for which Contributions are required.

SECTION 33 – VESTED ACCOUNT

Vested Account means the vested part of a Participant's Account. A Participant's Vested Account is zero before he or she has earned two Years of Service. Only Years of Service earned after the Plan's Effective Date will determine vesting. A Participant's Vested Account is equal to his or her entire Account balance when he or she has earned two (2) Years Of Service. A Participant's Vested Account is not forfeitable. Years of Service earned by a Participant are disregarded after the Account balance attributable to such Years of Service is distributed to the Participant. However, a Participant who receives a distribution of his or her Account Balance after reaching Normal Retirement Age under the Plan, shall, nevertheless be fully vested in any amount that become part of his Account Balance as a result of Years of Service that occur after the date of such distribution.

SECTION 34 – HIGHLY COMPENSATED EMPLOYEE

The term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees.

A highly compensated active employee includes an Employee who performs service for an Employer during the determination year and who, during the look-back year: (1) received Compensation from an Employer in excess of \$75,000 (as adjusted pursuant to Section 415(d) of the Code); (ii) received Compensation from an Employer in excess of \$50,000 (as adjusted pursuant to section 415(d) of the Code) and was a member of the top-paid group for such year; or (iii) was an officer of an Employer and received Compensation during such year that is greater than 50 percent of the dollar limitation in effect under Section 415(b)(1)(A) of the Code. The term Highly Compensated Employee also includes (i) Employees who are both described in the preceding sentence if the term "determination year" is substituted for the term "look-back year" and the Employee is one of the 100 employees who received the most Compensation from the Employer during the determination year; and (ii) Employees who are 5 percent owners at any time during the look-back year or determination year.

If no officer has satisfied the Compensation requirement of (iii) above during either a determination year or look-back year, the highest paid officer for such year shall be treated as a Highly Compensated Employee.

For this purpose, the determination year shall be the Plan Year. The look-back year shall be the twelve-month period immediately preceding the determination year.

A highly compensated former employee includes any Employee who separated from service (or who was deemed to have separated) prior to the determination year, performs no service for any Employer during the determination year, and was a highly compensated active Employee for either the separation year, or any determination year ending on or after the Employee's 55th birthday.

If an Employee is, during a determination year or look-back year, a family member of either a five percent owner who is an active or former employee or a Highly Compensated

Employee who is one of the 10 most Highly Compensated Employee ranked on the basis of Compensation paid by an Employer during such year, then the family member and the five percent owner or top-10 Highly Compensated Employees shall be aggregated. In such case, the family member and five percent owner or top-10 Highly Compensated Employees shall be treated as a single Employee receiving compensation and Plan contributions or benefits equal to the sum of such Compensation and contributions or benefits of the family member and five percent owner or top-10 Highly Compensated Employee. For purposes of this section, family member includes the spouse, lineal ascendants and descendants of the Employee or former Employee and the spouses of such lineal ascendants and descendants.

The determination of who is a Highly Compensated Employee including the determination of the number and identify of Employees in the top-paid group, the top 100 Employees, the number of Employees treated as officers, and the compensation that is considered, will be made in accordance with Section 414(q) of the Code and the regulations thereunder.

Effective for Plan Years beginning after December 31, 1996, (except that, in determining whether an employee is a highly compensated employee in 1997, the amendments are treated as having been in effect in 1996), the term Highly Compensated Employee” includes highly compensated active employees and highly compensated former employees as defined in this paragraph. A highly compensated active employee means any Employee who (A) was a five percent owner (as defined in Section 416(i)(i) of the Code) of the Employer at any time during the current or the preceding year, or (B) for the preceding year – (i) had Compensation from the Employer in excess of \$80,000 (as adjusted by the Secretary pursuant to Section 415(d) of the Code, except that the base period shall be the calendar quarter ending September 30, 1996), and (ii) was in the top-paid group of employees for such preceding year. 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% of the employees when 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 the determinations of the number and identity of employees in the top-paid group, will be made in accordance with Section 414(q) of the Code and the regulations thereunder. For purposes of this subsection, the term “Compensation” means compensation within the meaning of Section 415(c)(3) of the Code. The determination will be made without regard to sections 125, 402(e)(3), and 402(h)(1)(B) of the Code, and in the case of employer contributions made pursuant to a salary reduction agreement, without regard to section 403(b) of the Code.

For Plan Years beginning after December 31, 1997, for purposes of this section, the term “Compensation” means compensation within the meaning of Section 415(c)(3) of the Code. Effective September 1, 2002, to the extent required by the Code Section 415 and its regulations, an Employee’s Compensation for a limitation year also shall include payments made to an Employee on or before two and one-half months after severance from employment or, if later, the end of the limitation year that includes the date of such Employee’s severance from employment. Notwithstanding anything to the contrary contained herein, compensation shall not

include amounts in excess of \$200,000 (adjusted for increases in the cost of living in accordance with the rulings of the Secretary of the Treasury).

ARTICLE II

ACCOUNT BALANCE CONTRIBUTIONS AND VESTING

SECTION 1 – REQUIRED CONTRIBUTIONS

Every Employer shall contribute to the Plan those amounts specified in the applicable Collective Bargaining Agreement or other written agreement.

Effective December 13, 1994 and to the extent permitted by ERISA and as required by Code Section 414(u), an Employee who leaves covered employment to enter the “Uniformed Services,” shall be provided credit for such contributions as may be required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). The Trustees shall compute such credit under rules adopted by the Trustees and USERRA to the extent permitted by ERISA and required by Code Section 414(u).

SECTION 2 – CREDITED CONTRIBUTIONS

Contributions made on behalf of a Participant shall be “Credited Contributions” (except those Contributions forfeited under Article I, Section 19 before the Employee became a Participant and/or those made prior to a Participant suffering a Permanent Break-in-Service) if:

- a. Such contributions represent 600 Hours of Service per Plan Year, or effective July 1, 1997, 800 Hours of Service per Plan Year;
- b. They (i) represent less than 600 Hours of Service in a Plan Year ending before June 30, 1996, or, effective July 1, 1997, they represent less than 800 Hours of Service in a Plan Year and (i) are earned in any Plan Year after the Employee became a Participant and before he suffers a Permanent Break-in-Service; or
- c. They are received after a Participant becomes vested.

Effective December 13, 1994, to the extent permitted by ERISA and the Code, an Employee who leaves covered employment to enter the “Uniformed Services,” shall be provided with credit for such contributions as may be required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). The Trustees shall compute such credit under rules adopted by the Trustees and USERRA to the extent permitted by ERISA and the Code.

SECTION 3 – ACCOUNT BALANCE

Although all contributions to, earnings on, and appreciation of the Trust Fund may be treated by the Trustees as a single Fund for investment purposes, the Trustees shall maintain a

separate Account Balance for each Participant. At the end of the first Plan Year, each Participant's Account Balance shall consist of the amount of his Credited Contributions for such Plan Year.

At the end of the second Plan Year and at the end of each subsequent Plan Year, the Trustees shall credit or debit the Accounts of all Participants with a Dividend or Charge, computed as described in Section 4 of this Article. At the end of the second Plan Year and the end of subsequent Plan Years, each Participant's Account Balance shall be equal to the sum of (a) his Account Balance at the beginning of that Plan Year; (b) the dividend or charge credited or debited by the Trustees at the end of that Plan Year; (c) the increase or decrease in the fair market value of the Fund assets charged or credited by the Trustees as provided by Section 6 of this Article; (d) the Credited Contributions received by the Fund on his behalf for that Plan Year; and (e) credits or charges related to bankrupt hours and/or military service which are required to be credited and for which no Employer contributions are made.

SECTION 4 – DIVIDEND OR CHARGE

At the end of each Plan Year, the Trustees shall calculate a Dividend to be added to each Participant's Account Balance or a Charge to be made against the Participant's Account Balance. The Dividend or Charge shall be the net of the Fund's earnings and expenses for that Plan Year. This Dividend or Charge shall be allocated to each Participant's Account Balance in the ratio that the Account Balance before the allocation bears to all Participants' Account Balances before the allocation.

To the extent permitted by ERISA and the Code, the Trustees, at their discretion, may treat contribution liability imposed under the Uniformed Services Employment and Reemployment Rights Act of 1994 or required to be provided on account of a requirement to recognize "bankrupt" hours as an expense of the Fund or, alternatively, may hold part or all of any earnings of the Fund unallocated in a suspense Account to satisfy such contribution liability.

SECTION 5 – FORFEITURES

If any Participant suffers a Permanent Break In Service, his or her Account Balance shall be deemed forfeited. The aggregate of all Participants' forfeitures shall be allocated among the remaining Participants on a *pro rata* basis in the ratio that the Employer contributions made on behalf of each Participant for that Plan Year bears to the total Employer contributions made on behalf of all Participants for that Plan Year.

SECTION 6 – VALUATION OF ASSETS

The Board of Trustees shall value the assets of the Fund annually at their fair market values as of the last day of each Plan Year. The valuation of each Participant's Account Balance, including the Contributions credited in the current year, shall be stated in dollars based on the market value of the assets in the Fund. The valuation of each Account Balance shall remain in effect until a new valuation at the end of the next Plan Year.

The allocation to Account Balances of increases or decreases in the fair market value shall be made on the same basis that dividends and charges are allocated in Article II, Section 4.

Notwithstanding the foregoing, to the extent that the Trustees permit and/or invest plan assets in Employer securities within the meaning of Code Section 401(a)(35), the Fund shall permit any Participant who has completed at least three Years of Service or a beneficiary of a deceased Participant who has completed at least three Years of Service to elect, at least quarterly, but in no event less frequently than generally applicable Plan provisions under which Participants can change their existing Plan investment selections, to change from an investment Fund investing in Employer securities into another available investment Fund made available by the Plan for Participant/Beneficiary-directed investment of each such person's respective Plan Account Balance.

SECTION 7 – VESTED BENEFITS

A Participant who has been credited with at least 600 Hours of Service in each of two Plan Years or, effective July 1, 1997, 800 Hours of Service in each of two Plan Years, prior to a Permanent Break-in-Service shall be fully vested in his Account Balance. Effective July 1, 1997, a Participant who has been credited with at least 800 Hours of Service in each of two Plan Years shall be fully vested in his Account Balance.

SECTION 8 – VESTING UPON ATTAINMENT OF NORMAL RETIREMENT AGE, UPON DISABILITY, OR UPON DEATH

A Participant who has not otherwise become vested in his or her Account Balance shall become fully vested in his or her Account Balance upon attainment of Normal Retirement Age or upon becoming permanently and totally disabled from employment in the Trade, or upon death.

SECTION 9 – LIMITATIONS ON ANNUAL ADDITIONS

There shall be no limitation on benefits that Participants may accrue under the Plan except as may be required by Code Section 415 and the rules and regulations applicable hereto at any time of reference or by subsequent applicable federal legislation. Benefits accrued by a Participant under the Plan shall be limited to the maximum which may be accrued under Code Section 415 in aggregate and for any particular year. In all events, in determining whether any restrictions are applicable, the "limitation year" shall be the Plan Year and Compensation shall be as defined in Code Section 415. Benefits accrued by a Participant under any other defined contribution or defined benefit plan maintained by an Employer as well as the date on which benefits commence will be taken into consideration to the extent required by law, and if such limitations are exceeded, benefits under such other plan shall be reduced.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in Article II, Section 8, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4). For plan years beginning on and after January 1, 2001,

compensation shall not include elective amounts that are not includible in the gross income of the employee under section 125, 132(f)(4), 402(e)(3), 402(h), or 403(b).

For Limitation Years beginning on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of 2 ½ months after an Employee's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer, if:

- (a) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or
- (b) the payment is for unused accrued bonafide sick, vacation or other leave that the Employee would have been able to use if employment had continued; or
- (c) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment. Back pay, within the meaning of § 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

ARTICLE III

ELIGIBILITY FOR BENEFITS

SECTION I – UPON RETIREMENT FOR AGE

Any Participant shall be eligible to retire from employment in the Trade at any time after attaining Normal Retirement Age.

An Eligible Participant who wants to retire must submit an application to the Trustees in the form they prescribe. The benefits payable to a qualified retiring Participant, at the option of the Participant and subject to the provisions of Section 8 of this Article III, shall be paid in one of the following forms:

- a. Automatic Form if Balance is \$3,500 (\$5,000 effective October 17, 2000) or less. If a Participant's Account Balance is \$3,500 or less (effective October 17, 2002, \$5,000), subject to Article III, Section II, the Automatic Form of benefit shall be a lump sum cash payment.

- b. Automatic Form if Balance is greater than \$3,500 (\$5,000 effective October 17, 2000).

Unless a qualified election of the optional form of benefit has been made, the Automatic Form of benefit payable to or on behalf of a Participant who has been continuously married for at least one year shall be the 50% Qualified Joint and Survivor Form through the purchase of an annuity contract from a commercial insurance company. Unless a qualified election of the optional form of benefit has been made, the Automatic Form of benefit payable to or on behalf of a Participant who is not married or who has not been continuously married for at least one year shall be a Single Life Annuity through the purchase of an insurance contract from a commercial insurance company.

With regard to the cash out limits for distributions made prior to October 17, 2000, if payment in the form of a 50% Qualified Joint and Survivor Annuity is required with regard to a Participant, the rule in this paragraph is substituted for the rule in the prior paragraph. If the value of a Participant's Vested Account Balance derived from Employer and Employee contributions exceeds (or at the time of any prior distribution (1) in Plan Years beginning before August 6, 1997), exceeded \$3,500 or (2) in Plan Years beginning after August 5, 1997, exceeded \$5,000, and the Account Balance is immediately distributable, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such Account Balance.

c. **Optional Form**

The optional form of retirement benefit, subject to Article III, Section II, shall be a single sum cash payment, or at the election of the Participant, a 75% Joint and Survivor Annuity with the Participant's spouse designated as contingent annuitant in the form of an annuity contract purchased from a commercial insurance company.

Any annuity purchased or any other form of benefit provided shall be based on the Participant's Account Balance, plus any Contributions made to the Fund on his behalf for the then current Plan Year. Any series of payments, whether under an optional form or not, must be scheduled to terminate by the latest of (1) the 10th anniversary of the day payments start; (2) the life expectancy of the retired Participant; or (3) the joint life expectancies of the retired Participant and his or her spouse who is the spouse when payments start.

Effective July 1, 1993, any Participant who returns to covered employment after retirement and receives credited contributions shall not be eligible to receive any additional distribution from the Plan until such Participant terminates employment in the Union's Jurisdiction as described in Article III, Section 4.

Notwithstanding the foregoing, effective July 1, 2005, a Participant who returns to work after receiving a distribution of his or her Account Balance on account of Normal Retirement shall be entitled to elect to receive a distribution of his or her subsequently accrued Account Balance after six months have elapsed during which no employer contributions are made on behalf of such Participant.

SECTION 2 – UPON EARLY RETIREMENT

Any Participant shall be eligible to retire early from employment in the Trade upon attaining the age of 58, providing the Participant has five Years of Service. Application for Early Retirement benefits must be made to the Trustees in the form they prescribe. Early Retirement benefits shall be paid, subject to the provisions of Section 8 of this Article III, in one of the forms set forth in Section 1 of this Article III.

Effective July 1, 1993, any Participant who returns to covered employment after retirement and receives Credited Contributions shall not be eligible to receive any additional distribution from the Plan until such Participant terminates employment in the Union's Jurisdiction as described in Article III, Section 4. Effective July 1, 2005, Years of Service earned by a Participant are disregarded after the Account Balance attributable to such Years of Service is distributed to the Participant. A Participant who returns to work after receiving a distribution of his or her Account Balance on account of Early Retirement, Disability Retirement or after termination of employment in the Trade shall be entitled to receive a distribution of his or her subsequently accrued Account Balance only when such Participant otherwise qualifies for such distribution under generally applicable Plan provisions.

SECTION 3 – UPON RETIREMENT FOR DISABILITY

If, on the basis of medical evidence satisfactory to the Trustees and evaluated by them on a consistent basis, a Participant is determined to be Totally and Permanently Disabled from employment at the Trade, then regardless of his or her Years of Service, the Participant shall be entitled to receive an amount equal to his or her Account Balance plus any contributions, made to the Fund on the Participant's behalf for the then current Plan Year, to be paid, subject to the provisions of Section 8 of this Article III, in one of the forms set forth in Article III, Section 1.

SECTION 4 – UPON TERMINATION

A vested Participant shall automatically be deemed to have terminated employment in the Trade if, for two consecutive Plan Years, no contributions are received or required to have been made on his or her behalf, or, notwithstanding the foregoing, effective July 1, 2007, for qualified reservists (as defined by Code Section 72(t)(2)(G)(iii)), the date on which a period referred to in sub-clause (III) of such section begins. If, prior to death, or retirement for age or disability, a vested Participant terminates employment in the Trade, his or her participation in the Plan shall cease.

Notwithstanding the foregoing, a vested Participant for whom no contributions are made for two consecutive Plan Years shall not be deemed to have terminated employment in the Trade if such contributions were made to the Fund on his or her behalf because:

- a. the Participant was an Employee of the Union or its parent International Union, Central Labor body, or the American Federation of Labor-Congress of Industrial Organizations, or of any of its departments;
- b. on the advice of a qualified physician, the Participant, because of personal health reasons or the health of dependent members of the Participant's immediate family is required to leave the Union's Jurisdiction, provided he or she files a written notice with the Trustee before leaving; or
- c. the Participant was previously eligible to retire for age under the provisions of Article III, Section 1 but did not do so.

Effective July 24, 2012, notwithstanding the foregoing, a Participant whose employment with all Employers is terminated for at least two calendar months on account of a disability that a physician designated by the Plan determines will prevent the Participant from returning to covered employment for at least six months and who would qualify for a distribution under this Section but for the fact that such employment has not been terminated for two consecutive Plan Years, may, upon demonstrating "financial hardship" receive an annual distribution of the lesser of one-half of the Participant's vested account balance or \$75,000. The amount of such distribution shall be limited to the amount needed to alleviate hardship as established by the Participant and determined by the Trustees, increased by the amount necessary for federal income taxes to be withheld.

Upon application to the Trustees in the form they prescribe, the terminated vested Participant shall be entitled to receive his or her Account Balance, subject to Article III, Section 8, in one of the forms prescribed by Article III, Section 1, following the date he is deemed to have terminated employment in the Trade and his application is received at the Fund office. A Participant who returns to work after receiving a distribution of his or her Account Balance on account of Early Retirement, Disability Retirement or after termination of employment in the Trade shall be entitled to receive a distribution of his or her remaining and/or subsequently accrued Account Balance only when such Participant otherwise qualifies for such distribution under generally applicable Plan provisions.

SECTION 5 – UPON DEATH

If a Participant dies while still a Participant in the Plan and before drawing out his or her Account Balance, his Beneficiary shall, subject to the provisions of Article III, Section 9, and Article III, Section 11 be entitled to receive a single sum cash payment equal to the deceased Participant's remaining Account Balance plus any Contributions made to the Fund on the Participant's behalf for the then current Plan Year. An application for this benefit must be made to the Trustees by, or on behalf of, the Beneficiary on a form prescribed by the Trustees.

SECTION 6 – BENEFICIARY

Every Participant upon whose death a single sum death benefit if any is payable, may designate a Beneficiary subject to the following conditions:

If the Participant has been, or subsequently becomes, continuously married for one year, the Participant's spouse shall automatically be his or her Beneficiary unless the Participant waives the right to have his spouse receive a Qualified Pre-Retirement Survivor Annuity pursuant to Article III, Section 9 and his spouse consents to that election and unless the Participant names another Beneficiary and the Participant's spouse executes a form prescribed and furnished by the Trustees consenting to the designation of a Beneficiary other than the spouse. The execution of this form must be witnessed by an authorized Fund Representative or Notary Public and must name the beneficiary or class of beneficiaries designated by the Participant and the form of benefits to be paid to such persons.

If the Participant has not been continuously married for at least one year, or if his spouse has signed the appropriate consent form, the Participant may designate any person or persons as his Beneficiary. But, if the Participant subsequently becomes married for at least one year, the designation made in accordance with this paragraph shall be void with respect to the Participant's Surviving Spouse.

If there is no Beneficiary determinable under this Section, any death benefit payable shall be paid to the Participant's Surviving Spouse or, failing the existence of a Surviving Spouse, to his children in equal shares, or failing the existence of any surviving child, to his parents in equal shares. In the event there is still no Beneficiary, payment shall be made to the Participant's estate.

SECTION 7 – ELIGIBILITY FOR BENEFITS

Any payment of benefits to the Participant shall begin not later than 60 days after the date the Participant or the Participant's Beneficiary or Surviving Spouse qualifies and makes proper application. In any event, however, payments must start no later than the April 1 following the Calendar Year in which the Participant attains age 70½.

Effective for Plan Years beginning after December 31, 1996, non 5 percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or a required beginning date that 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 retires.

SECTION 8 – FIFTY PERCENT QUALIFIED JOINT AND SURVIVORSHIP FORM

At the time a Terminated or Disabled Participant's benefits start, his benefits shall automatically be paid in 50% Qualified Joint and Survivor Form unless he waives his right to

receive benefits under this form and his spouse, if any, properly consents to his waiver. A Participant's waiver of the 50% Qualified Joint and Survivor Form and the spouse's consent thereto must be executed within the 90 day period immediately prior to the date monthly payments are to begin. Any such waiver must be on a form prescribed and furnished by the Trustees and the spousal consent, if applicable, must be witnessed by an authorized Fund Representative or a Notary Public.

If payment in the 50% Qualified Joint and Survivor Form is required with respect to a Participant and either the value of a Participant's vested Account Balance derived from Employee contributions exceeds \$5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and the Account Balance is immediately distributable, the Participant must consent to any distribution of such Account Balance.

Any waiver of the 50% Qualified Joint and Survivor Form shall not be effective unless: (1) the Participant's spouse consents in writing to the election; (2) the election designates a specific alternate Beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (3) the spouse acknowledges the effect of the election; and (4) the spouse's consent is witnessed by an authorized Fund Representative or Notary Public. Additionally, a Participant's waiver of the Fifty Percent (50%) Qualified Joint and Survivor Form will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits changes by the Participant without any further spousal consent). If it is established to the satisfaction of a Fund Representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit if applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in the paragraph below.

The Trustees shall provide each Participant no less than 30 days and no more than 90 days (or 180 day period for Plan Years beginning September 1, 2007) prior to the date as of which monthly benefit payments are to begin a written explanation of: (a) the terms and conditions of the 50% Qualified Joint and Survivor Form; (b) the Participant's right to make and the effect of an election to waive the 50% Qualified Joint and Survivor Form of benefit; (c) the rights of a Participant's spouse; (d) the right to make, and the effect of, a revocation of a previous election to waive the 50% Qualified Joint and Survivor Form; and (e) the relative values of the various optional forms of benefit under the Plan. For notices given beginning September 1,

2007, such notification shall also include a description of how much benefits will be if commencement of distributions is deferred. The notice required by this Section shall be provided no less than 30 days; and no more than 180 days (90 days for Plan Years beginning before January 1, 2007).

Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and Treasury Regulation Section 1.417(a)-3 and shall be provided no less than 30 days and no more than 90 days prior to the annuity starting date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, the Plan administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. For notices given in Plan Years beginning after December 31, 2006, such notification shall also include a description of how much benefits will be if commencement of distributions is deferred. The notice required by this Section shall be provided no less than 30 days and no more than 180 days (90 days for Plan Years beginning before January 1, 2007).

Once payments begin under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retired or Former Participant and/or his Surviving Spouse who was his spouse at the time payments began.

The 50% Qualified Joint and Survivor Form shall be an annuity contract purchased from a commercial insurance company with the Participant's Vested Account Balance which provides the Participant with a monthly benefit for his or her remaining lifetime and, upon the Participant's death, the Participant's Surviving Spouse with 50% of this benefit for the remainder of the spouse's life. For an unmarried Participant, a Qualified Joint and Survivor Annuity is the purchase of his Vested Account Balance of an annuity contract from a commercial insurance company that provides the Participant with a monthly benefit for the remainder of his life.

A Participant or a Former Participant who is married but who has not been continuously married for at least one year when benefits start may elect to receive benefits under the 50% Qualified Joint and Survivor Form.

SECTION 9 – QUALIFIED PRE-RETIREMENT SURVIVOR'S ANNUITY

If a Participant dies before retiring, and at the time of his death he has been continuously married to his Spouse for at least one year, his benefits will be paid to his Surviving Spouse as set forth below in subsection (a), unless the Participant waived his right to potential benefits in this form as set forth in subsection (b) below and his spouse properly consented to that waiver, or unless the Surviving Spouse elects to receive the single sum cash payment described in Article III, Section 5.

- a. If a Participant dies before retirement and while having a Vested Account Balance, such Vested Account Balance of the Participant shall be used to purchase an immediate annuity from a commercial insurance company for the benefit of the Surviving Spouse that will pay the spouse benefits for the remainder of her life. If the Surviving Spouse dies before the Participant's Vested Account Balance is used to purchase an annuity for her benefit or otherwise is paid out, the surviving spouse's Beneficiary shall receive a cash payment of the remaining balance, or, if there is no beneficiary, the remaining balance shall be paid to the administrator of the Surviving Spouse's estate.
- b. A Participant may waive his right to benefits in this form between the first day of the Plan Year in which the Participant attains age 35 and the date of the Participant's death. A Participant whose employment terminates before age 35 may at any time before his death waive his right to benefits in this form with respect to benefits accrued before termination. For a Participant who has been married for one or more years, a waiver will be valid only if the Participant's spouse consents to the waiver. Any such waiver must be on a form furnished by the Trustees and the Participant's and spouse's signatures must be witnessed by an authorized Fund representative or Notary Public. The Participant's waiver shall identify the non-spouse Beneficiary who will be designated to receive the benefits on the Participant's death.

As required by the Internal Revenue Code and the Federal Regulations, the Trustees shall furnish to the Participant a written explanation of the following: a general explanation of the eligibility conditions and relative values of optional forms of benefit, the terms and conditions for the Qualified Pre-retirement and Survivor Annuity; the Participant's right to make, and the effect of, an election to waive the Qualified Pre-retirement and Survivor Annuity; the rights of the Participant's spouse; and the right to revoke an election and the effect of such a revocation. The Trustees shall furnish the written explanation in a method reasonably calculated to reach the attention of the Participant on or about the first day of the Plan Year in which the Participant reaches age 32. If a Participant's entry date occurs after the first day of the Plan Year in which he reaches age 32, the Trustees shall provide the notice by the end of the three-year period beginning with the first day of the first Plan Year during which he was a Participant. If a Participant ceases to be an Employee before attaining age 32, the notice shall be provided within one year of the date he ceased to be an Employee.

After the written explanation is given, a Participant or spouse may make written request for additional information. The additional information must be personally delivered or mailed (first class mail, postage prepaid) to the Participant or spouse within thirty (30) days from the date of the written request. The Trustees do not need to comply with more than one such request by a Participant or spouse.

The Trustees' explanation shall be written in nontechnical language and explain the conditions for the Qualified Pre-retirement Survivor Annuity and the financial effect upon the

spouse's benefit (in terms of dollars per benefit payment) of electing not to have benefits distributed in accordance with the Qualified Pre-retirement Survivor Annuity and shall explain eligibility requirements for optional forms of benefit.

Subject to the provisions requiring consent by a spouse to whom a Participant or Former Participant may, at any time prior to the actual commencement of his monthly benefits, be or have been married, or in the case of a Qualified Pre-Retirement Survivor's Annuity, at any time prior to his death but after age thirty-five (35), a Participant may elect or revoke an election to waive a form of benefit provided for in this Article III.

SECTION 10 – COMMENCEMENT OF BENEFITS

Plan benefits begin when a Participant retires, dies, or terminates employment pursuant to Article III, Section 4. Benefits, which begin before the Normal Retirement Date for a Participant who became Totally and Permanently Disabled when he was an Employee, shall be deemed to begin because he is Totally and Permanently Disabled.

Unless a Participant elects otherwise, benefits shall begin before the 60th day following the close of the Plan Year in which the later date below occurs:

- a. The date the Participant attains age 62.
- b. The termination of employment pursuant to Article III, Section 4.

Benefits shall begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70½ years old ("required beginning date"). Effective for Plan Years beginning after December 31, 1996, Participants who are not five percent owners shall have the option to select either to have a required beginning date of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or a required beginning date of April 1 of the calendar year following the later of: (I) the calendar year in which the Participant attains age 70½, or (II) the calendar year in which the Participant retires. In the absence of an affirmative election, the Participant will have been deemed to have selected the latest permissible required beginning date.

Subject to the prior language of this Section and Section 8 of this Article, the Plan distributions, including all distributions on or after January 1, 2003, shall comply with the following requirements.

As of the first distribution calendar year, non-single sum distributions will be made only over (a) the life of the Participant, (b) the joint lives of the Participant and a designated Beneficiary, (c) a period certain not extending beyond the joint life expectancy of the Participant, or (d) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a designated Beneficiary. Distributions shall begin no later than the Participant's required beginning date as set forth herein. Distributions shall be made in accordance with the Plan to the extent consistent with Section 401(a)(9) and its applicable regulations. Once distribution has begun, life expectancy shall not be recalculated.

If a Participant dies after his required beginning date for purpose of the Code Section 401(a)(9), any benefit payable to the Participant that is not payable to a Beneficiary designated or deemed designated by the Participant, will be payable within five years after the Participant's death. Any portion of such Participant's interest which is payable to a Beneficiary designated by the Participant or deemed to be designated by the Participant will be distributed (a) within five years after the Participant's death, (b) over the life of the Beneficiary or (c) over a period certain not exceed the life expectancy of the Participant and such designated beneficiary beginning not later than the end of the calendar year in which the Participant dies (or if the Beneficiary is a Surviving Spouse, beginning not later than the end of the calendar year following the calendar year in which the Participant would have reached age 70½. All distributions under the Plan shall comply with the minimum distribution incidental benefit requirements of Section 401(a)(9)(g), including, to the extent applicable, proposed Treasury Regulation Section 1.401(a)(9)-2; which provide that any distribution required under the incidental death benefit requirement of this section shall be treated as a required distribution. The requirements of such Sections override Plan distribution options to the extent that any distribution under such option might be inconsistent with such sections, All Plan distributions shall be made in accordance with Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and as modified or replaced by subsequent applicable regulations, rulings or other proper exercise of authority by the Department of Treasury, the Internal Revenue Service or either of their respective proper designees. Subject to the requirements of Article Section 8 above, benefit payments shall commence no later than the times and dates required by the Code Section 401(a)(9), Treasury Regulation Sections 1.401(a)(9) and 1.411(d)(4), and other applicable Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference,. Subject to Article III, Section 8, Joint and Survivor Annuity Requirements, the requirements of this article shall apply to any distribution of a participant's interest and will take precedence over any inconsistent provisions of this Plan.

All distributions required under this article shall be determined and made in accordance with the regulations under § 401(a)(9) and the minimum distribution incidental benefit requirement of § 401(a)(9)(G) of the Code. Notwithstanding any contrary Plan provision, a distribution required under section 401(a)(9)(G) shall be considered a required distribution under this paragraph.

Consistent with the above, benefit payments shall commence no later than the times and dates required by Code Section 401(a)(9), Treasury Regulation Sections 1.401(a)(9) and 1.411(d)(4), and other applicable Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference.

SECTION 11 – DIRECT ROLLOVERS

This Section 11 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 part, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution made on or before December 31, 2001 and any portion of an Eligible Rollover Distribution made after

December 31, 2001 that equals or exceeds \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. Effective July 1, 2007, the Fund shall, within a reasonable time (but not more than 180 days before his/her annuity starting date) before his receipt of an Eligible Rollover Distribution, provide a written explanation of his rollover rights in a manner that satisfied Code Section 402(f), including a description of the consequences of failing to defer receipt of a distribution.

A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan designated by distributee.

An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include: 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) or 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 (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue 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). Effective January 1, 2001, for purposes of the direct rollover provisions in this section, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code consistent with the foregoing effective January 1, 2010, a Roth IRA described Section 408(a) of the Code, an annuity plan described in Section 403(b) of the Code, or a qualified trust described in Section 401(a) of the Code, which accepts the distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the Participant's surviving spouse, an eligible retirement plan is an individual retirement Account or individual retirement annuity. Effective January 1, 2001 an Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any instrumentality of a state or a political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a spouse or former spouse who is the Alternate Payee under a qualified domestic relations order (as defined in Code Section 414(p)). For purposes of the direct rollover provisions in this section, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or

to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

A "Distributee" includes a Participant or Former Participant. In addition, the Participant's or Former Participant's Surviving Spouse and the Participant's or Former Participant's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse. Effective May 1, 2010, a distributee also includes the participant's non-spouse designated beneficiary. In the case of a non-spouse designated beneficiary, the direct rollover may only be made to an individual retirement account or annuity described in Code section 408(a) or 408(b) (IRA) that is established on behalf of the designated beneficiary as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&As 17 and 18, 2007-5 IRB 395.

In the event of any mandatory distribution greater than \$1,000 made on or after March 28, 2005, in accordance with Article X, Section 8, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, the fund will pay the distribution in a direct rollover to an individual retirement plan designated by the Trustees.

SECTION 12 – POST-RETIREMENT DISTRIBUTIONS

Effective July 1, 2005, a Participant who returns to work after receiving a complete distribution of his or her Account Balance on account of Normal Retirement for Age, as set forth in Article III, Section 1 shall be entitled to elect to receive a complete distribution of his or her subsequently accrued Account Balance after six months have elapsed during which no Fund contributions are made on behalf of such Participant. A Participant who returns to work after receiving a complete distribution of his or her Account Balance on account of Early Retirement, Disability Retirement, or after termination of employment in the trade shall be entitled to receive a distribution of his or her subsequently accrued Account Balance only when such Participant otherwise qualifies for such distribution under generally applicable Plan provisions, provided that a Participant who retires under the Plan's Early Retirement rules as set forth in Article III, Section 2 shall not again be able to elect to retire under such section if such Participant returns to work after electing Article III, Section 2 Early Retirement.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1 – NON ALIENATION OF BENEFITS

No Former, Disabled, Active, Inactive, Terminated or Retired Participant, Spouse, Beneficiary, or any person claiming by or through any such person, shall have any right, interest, or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of this Plan.

SECTION 2 – INCOMPETENT PAYEES

Except as may be required to comply with qualified domestic relations orders under the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit or the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would be void upon anyone else or would not be enjoyed by him. In the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper. An Alternate Payee under a qualified domestic relations order recognized by the Fund may elect to receive benefits assigned to the alternate payee based on the alternate payee's life expectancy, but subject to the minimum incidental benefit rule of Treasury Regulation Section 1.401(a)(9)-2. The Fund may charge a fee for the review of qualified domestic relations orders, which shall be equally divided between the Participant and the Alternate Payee(s) unless otherwise agreed by the parties, assessable at the time of distribution unless otherwise requested by the Fund. Effective September 1, 2006, this fee is \$350 per order.

The Trustees shall adopt a procedure for processing qualified domestic relations orders. Should a copy of a domestic relations order be filed with the Trustees, the Trustees shall take such reasonable steps as required to determine whether such an order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued there under. Once such a determination is made, the Trustees shall notify the Participant and the Alternate Payee of such determination and, if such order is qualified, honor it in determining the rights of the Participant and such Alternate Payee to benefits under the Plan.

SECTION 3 – FACILITY OF PAYMENT

If the amount of any monthly benefit is less than \$50.00, then the Trustees may, in their discretion, arrange for less frequent payments of larger amounts, or if the Vested Account balance of the Participant is \$3,500 (\$5,000 effective August 6, 1997) or less at the time benefit payments begin, the Trustees shall provide for a lump sum cash payment to receive benefits in lieu of all benefits otherwise payable.

If payment in the 50% Qualified Joint and Survivor Form is required with respect to a Participant and either the value of a Participant's Vested Account balance derived from Employer and Employee contributions exceeds \$5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and the Account balance is immediately distributable, the Participant must consent to any distribution of such Account Balance.

SECTION 4 – UNCLAIMED BENEFITS

Once benefit payment start, or, in the case of a death benefit, becomes payable, if any benefit payment is unclaimed or uncashed for four years, it shall revert to, and again become part of the Fund. Any such forfeited amount shall be reinstated upon application by the Participant, his or her Surviving Spouse, or any Beneficiary entitled to the benefit. Such benefit shall not escheat to the State of Michigan.

ARTICLE V

ADMINISTRATION OF THE PLAN

SECTION 1 – RESPONSIBILITY

The Plan shall be administered solely by the Trustees and Employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the interpretation of and the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

SECTION 2 – CLAIMS PROCEDURES

The Trustees shall make all determinations as to the right of any person to benefit. Any denial by the Trustees of any claim for benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures.

SECTION 3 –RIGHT TO DATA

The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death, and evidence of existence. No benefit dependent in any way upon such information shall be payable unless such information is furnished. Such evidence shall be furnished by the Union, Employer, and former disabled, active, inactive, terminated or retired Participant(s), or person claiming under or through them. In the absence of contrary evidence presented to them, the Trustees shall have the right in administering the Plan to rely upon information so provided to them and shall not be liable for good faith reliance thereon. The Trustees may make benefit determinations and pay benefits in situations where it is established to their satisfaction that a spousal waiver or consent cannot be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as are prescribed in applicable regulations.

SECTION 4 – RECORDS AND REPORTS

The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants and file an annual report with the IRS. In addition, the Trustees shall respond to all reasonable requests for information received from Participants to benefits hereunder.

SECTION 5 – RECIPROCITY AGREEMENT

The Trustees may enter into Reciprocity Agreements with Trustees of other Pension Funds covering work coming under the Jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work in the Jurisdiction of other Unions from time to time, provided any such Agreement, is, in the opinion of the Trustees, at least as favorable to the Fund as to the other Fund involved.

SECTION 6 – INFORMATION

Each Participant shall be furnished with an explanation of the various forms of benefits available to him. Subject to the requirements for waiver and spousal consent as set forth in Article 8 of Article III, a Participant shall have a period of at least 90 days (180 days effective July 1, 2007) prior to the date on which his benefit payments will begin within which to elect an optional form of benefit and, subject to spousal consent as may be required by Section 8 of Article III, the right to revoke any option selected by him and select another at any time prior to the actual Retirement benefit provided that the Participant does not waive a portion of this period and receive benefit payments before the expiration of such 90 day (180 day effective July 1, 2007) period in accordance with rules prescribed by ERISA and the Code.

ARTICLE VI

FINANCING OF PLAN

SECTION 1 – CONTRIBUTIONS

All contributions to the Fund shall be made only by (1) Employers on behalf of Employees on whose behalf such contributions are required as by an applicable written Agreement and (2) the Union or its affiliates or by Trustees, agencies, etc., as defined in their respective capacity an Employer.

SECTION 2 – NO REVERSION OF CONTRIBUTIONS

No Employer shall have any right, title, or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the remission of such contributions and then only as may be consistent with ERISA requirements.

SECTION 3 – LIMITATION OF BENEFITS

The benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.

ARTICLE VII

AMENDMENT, MERGER, OR TERMINATION

SECTION 1 – RIGHT TO AMEND

Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a “Qualified Plan” and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required or permitted by law, no such amendment shall operate to reduce the benefits of anyone entitled thereto at the time of such amendment.

No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant’s accrued benefit.

Notwithstanding the preceding sentence, a Participant’s accrued benefit may be reduced to the extent permitted under Section 412(c)(8) of the Internal Revenue Code. For the purpose of this paragraph, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional from of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing

accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, or a death benefit (including life insurance). Furthermore, if a vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted on the date it becomes effective, the non-forfeitable percentage (determined as of such date) of such Participant's Accrued Benefit will not be less than the percentage computed under the Plan without regard to such amendment.

Amendments pursuant to Section 412(c)(8) of the Internal Revenue Code and Section 302(c)(8) of ERISA to be effective for a Plan Year shall be adopted no later than two years after the close of the Plan Year, and if such amendment reduces the Account Balance of any Participant, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within 90 days of receipt of notice of such amendment.

SECTION 2 – MERGERS OR CONSOLIDATIONS

In the event this Plan should merge or be consolidated with another Qualified Plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such plan, the accrued benefits of anyone entitled thereto, immediately after such merger, consolidation, or transfer, shall be at least as great as they were immediately prior to such merger, consolidation, or transfer.

SECTION 3 – TERMINATION

This Pension shall terminate upon the happening of any one or more of the following events:

- a. In the event the Plan shall be inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Plan.
- b. In the event there are not individuals living who can qualify for benefits hereunder.
- c. In the event of termination by unanimous action of the Union, the Employers and the Trustees

If the Plan is terminated, the Account Balances of all Participants shall become immediately vested and distributable in accordance with the provisions of ERISA and the Code.

SECTION 4 – PROCEDURES IN EVENT OF TERMINATION

In the event of termination, the Trustees shall:

- a. Make provision out of the Pension Plan for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination;
- b. Arrange for a final audit and report of their transactions and Accounts, for the purpose of termination of their Trusteeship; and
- c. Give any notice and prepare and file any report which may be required by law.

Account Balances of Participants shall be valued after all such expenses are paid (or made provision for) and any remaining earnings, losses, charges, or contributions and forfeitures shall be allocated among Participant and/or Beneficiary Accounts as provided by the Plan. In the event that some amount cannot be allocated among Participant's Accounts due to the operation of Code Section 415, it shall be allocated proportionately to the Accounts of other Participants to which Code Section 415 does not prohibit additional allocation.

The right of Participants to benefits accrued to the date of such termination or partial termination shall be non-forfeitable to the extent funded.

The amounts to be paid to each person interested in the Trust Fund and, subject to ERISA and the Code, the manner of payments shall be determined by the Trustees. Having computed the value of the interest of such person, the Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or, to the extent permitted by ERISA and the Code, proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another. As determined by the Trustees, except as may be prohibited by applicable law, such distributions may be in cash, securities, or property, or in the form of annuity contract providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested persons would have been entitled had this Plan not been discontinued.

IN WITNESS WHEREOF, this 2014 Amendment and Restatement of the **IATSE LOCAL 38 AND LOCAL 812 PENSION PLAN**, incorporating Plan amendments that became effective on or after July 1, 2010, is adopted subject to IRS approval and review and ratification by the Trustees after and independent of such approval and executed on their behalf by one or more Trustees this 2nd day of February, 2015.


Chairman


Secretary