
GLOSSARY

Beneficiary

A Beneficiary is a person (or persons) or entity (such as a trust) designated by a Participant to receive benefits in the event of a Participant's death.

Beneficiary Designation Form

A Beneficiary Designation Form is a form from the Plan Office for Participants to select a person (or persons) or entity (such as a trust) to receive benefits in the event of the Participant's death.

Break in Service

A Break in Service occurs in any Plan Year in which the Participant does not accrue at least seven Credited Service Months.

Career Average Earnings

A Participant's Career Average Earnings are determined by adding the Participant's Earnings (for which contributions are required to be made) up to \$150,000 for each Plan Year after December 24, 1960 in which the Participant earned at least one Credited Service Month and dividing that sum by the Participant's Credited Service Months in such Plan Years, then multiplying by 12.

Collective Bargaining Agreement

The agreement or agreements in force and effect from time to time between the Directors Guild of America, Inc. and any Employer.

Contingent Annuitant

A Contingent Annuitant is a person, designated by a Participant, who is entitled to annuity payments commencing with the death of the Participant if the Participant elected a Joint & Survivor payment option.

Covered Earnings

See Earnings

Covered Employment

Covered employment is work for which an Employer is required to contribute to the Plans in accordance with a Collective Bargaining Agreement.

Credited Service Months

Credited Service Months are earned based on the amount of Earnings in Covered Employment during a Plan year and will vary depending upon the dates of such employment. Credited Service Months are used in the Basic Plan benefit calculations and in both the Basic & Supplemental Plans to determine vesting.

Earnings

Earnings is defined as Earnings for which contributions are required to be made to the Plans in accordance with a DGA Collective Bargaining Agreement.

Effective Date

The Effective Date is the date as of which a retirement benefit first becomes payable.

Employee Contributions

After tax contributions paid to the Supplemental Plan by the Participant.

Employer

An Employer is any company bound by the Directors Guild of America–Producer Pension Trust Agreement to, in part, make contributions to the Pension Fund for Covered Employment.

Generally, only companies formed as a corporation or Limited Liability Company may make contributions for Covered Employment on behalf of individuals who are also principals of the Employer.

Employer Contributions

Pre-tax contributions paid to the Plans by the Employer.

Individual Account

An Individual Account is an account maintained for each Participant in the Supplemental Plan. All eligible Employee Contributions are credited to this account as well as a portion of the Employer Contributions made on the Participant's behalf. On each Valuation Date, the account is also credited with the net investment gain or loss on a pro rata basis.

Normal Retirement Age

In the Basic Plan, Normal Retirement Age is defined as follows:

If the Participant is vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules, Normal Retirement age is age 65.

If the Participant is not vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules, Normal Retirement Age is the earlier of:

- ▶ the date the Participant becomes vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules after attainment of age 65; or
- ▶ the date the Participant qualifies for an Anniversary Pension.

In the Supplemental Plan Normal Retirement Age is age 60.

Participant

A Participant is a person who meets the requirements for participation in the Pension Plans. For the Supplemental Plan, participation is the earliest date that a contribution is made to the Pension Fund with respect to Covered Employment. For the Basic Plan, participation is the first day of the Plan Year following the Plan Year in which he or she first earns a Credited Service Month.

Permanent Break in Service

A Permanent Break in Service occurs if the number of Breaks in Service is greater than four, and equals or exceeds the number of a Participant's Plan Credit Years.

Plan or Pension Plans

Both the Supplemental Plan and the Basic Plan, as summarized in this document, unless the context makes it clear that the reference is either to the Supplemental Plan or to the Basic Plan.

Plan Credit Year

A Participant earns a Plan Credit Year when 12 Credited Service Months are earned in a Plan Year or when a Participant works at least 100 days in Covered Employment regardless of Covered Earnings.

Plan Year

The Plan Year is the calendar year.

Prior to 1993, the Plan Year was a year that began on the Sunday before the last Thursday of a calendar year and ended on the Saturday before the last Thursday of the next succeeding calendar year.

Qualified Domestic Relations Order

A Qualified Domestic Relations Order is a judgment, decree or order which meets certain requirements and provides that all or a portion of a Participant's benefit is to be paid to an alternate payee, typically the former Spouse of the Participant.

Required Beginning Date

A Participant's Required Beginning Date is April 1 of the year following the calendar year in which the Participant reaches age 70½. This date was waived for 2009 per the Worker, Retiree and Employer Recovery Act of 2008.

Retirement

For the Basic Plan, after your Required Beginning Date, you will be considered Retired beginning the first of the month following your Required Beginning Date. Your Required Beginning Date is April 1 of the year following the calendar year in which you reach age 70 ½. For example, if you reach age 70 ½ on March 12, 2010, your Required Beginning Date is April 1, 2011. After your Required Beginning Date, you may be employed in any capacity and be considered retired. Before your Required Beginning Date, you will be considered Retired if you request a pension payment from the Basic Plan and refrain from all DGA-covered employment after receiving that payment.

For the Supplemental Plan, you will be considered Retired if you request a pension payment from the Supplemental Plan.

Same-Sex Spouse

An individual who is the same sex as the Participant and who is legally married to the Participant, as determined under state law on the Participant's Annuity Starting Date. An individual's status as a Same-Sex Spouse will not be altered as a result of a dissolution of marriage, unless (1) specified to the contrary in a document acceptable to the Trustees or (2) with respect to additional benefits payable after a new Annuity Starting Date under Section 8.07(B) (3) of the Basic Plan. For Example: if the Participant elects the Participant-and-Partner Pension under Section 5.01(B) and remarries after the death of the Same-Sex Spouse or divorce from the Same-Sex Spouse, the new Spouse will not take the place of the deceased or former Same-Sex Spouse for purposes of the payment of the previously elected Participant-and-Partner Pension.

Same-Sex Domestic Partner

An individual who is the same sex as the Participant and who (a) has submitted to the Plan an Affidavit of Domestic Partnership on a form provided by the Plan along with any required supporting documentation, and (b) meets the required criteria as set out in the Affidavit. No person shall be considered as Same-Sex Domestic Partner prior to the time a properly completed Affidavit has been submitted to the Plan. The Participant's Same-Sex Domestic Partnership shall terminate effective immediately if the Same-Sex Domestic Partner no longer meets the required criteria as set out in the Affidavit.

Spouse

The individual of the opposite sex of the Participant who is married to the Participant on the Participant's Annuity Starting Date.

Suspendible Service

Suspendible Service is employment in the same industry, in the same trade or craft and in the same geographic area covered by the Plan.

For this purpose:

- ▶ The “same industry” means an industry covered by a Guild Collective Bargaining Agreement.
- ▶ The “same trade or craft” means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).

Suspendible Service does not include income from residual payments.

Trustees

The Board of Trustees of the Plans (and its respective authorized agents) as established and constituted from time to time in accordance with the Trust Agreement.

Uniformed Service(s)

Uniformed Service means service in the Uniformed Services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Valuation Date

For the Supplemental Plan, the Valuation Date is the date on which net investment gains or losses are credited to each Participant’s Individual Account on a pro rata basis.

Withdrawal Prior to Vesting

A Withdrawal Prior to Vesting is an option available to Participants in the Supplemental Plan who are not vested in the Employer portion of their Individual Account and who have withdrawn from all DGA Covered Employment. The unvested Participant forfeits their Employer Contributions and withdraws the Employee Contributions from their account.