

PENSION PLANS SUMMARY PLAN DESCRIPTION UPDATES

The changes summarized below supersede the provisions described in the March 2020 Summary Plan Description.

We have organized the changes by page number, so that when you reference the Pension Plans Summary Plan Description, you can easily see if changes were made to the page that you are referencing. Under the **Summary of Change** column, there is a description of the benefit change followed by the corresponding sections of the Summary Plan Description identifying the language being changed.

INDEX OF CHANGES

Pages	Summary of Change	Effective Date																																																						
6	<p>Change reflects update to the CSM Earning Requirements for the year 2021 and beyond.</p> <p>The section Credited Service Months was replaced with:</p> <p>Credited Service Months Earnings Requirements</p> <p>See the table below (↓) for the Credited Service Months Earnings requirements.</p> <table> <tr> <th>Time Period</th><th>Requirement to Earn One Credited Service Month</th><th>Requirement to Earn Twelve Credited Service Month</th></tr> <tr> <td>1/1/39 to 12/24/60</td><td>100 hours of service</td><td>1,200 hours of service</td></tr> <tr> <td>12/25/60 to 12/21/68</td><td>\$600 in Earnings</td><td>\$7,200 in Earnings</td></tr> <tr> <td>12/22/68 to 12/24/77</td><td>\$833.33 in Earnings</td><td>\$10,000 in Earnings</td></tr> <tr> <td>12/25/77 to 12/31/93</td><td>\$757.58 in Earnings</td><td>\$9,091 in Earnings</td></tr> <tr> <td>1/1/94 to 12/31/02</td><td>\$1,800 in Earnings</td><td>\$21,600 in Earnings</td></tr> <tr> <td>2003 & 2004</td><td>\$2,400 in Earnings</td><td>\$28,800 in Earnings</td></tr> <tr> <td>2005</td><td>\$2,500 in Earnings</td><td>\$30,000 in Earnings</td></tr> <tr> <td>2006</td><td>\$2,600 in Earnings</td><td>\$31,200 in Earnings</td></tr> <tr> <td>2007 to 2009</td><td>\$2,700 in Earnings</td><td>\$32,400 in Earnings</td></tr> <tr> <td>2010 to 2015</td><td>\$3,000 in Earnings</td><td>\$36,000 in Earnings</td></tr> <tr> <td>2016 to 2017</td><td>\$3,200 in Earnings</td><td>\$38,400 in Earnings</td></tr> <tr> <td>2018</td><td>\$3,400 in Earnings</td><td>\$40,800 in Earnings</td></tr> <tr> <td>2019</td><td>\$3,500 in Earnings</td><td>\$42,000 in Earnings</td></tr> <tr> <td>2020</td><td>\$3,600 in Earnings</td><td>\$43,200 in Earnings</td></tr> <tr> <td>2021</td><td>\$3,700 in Earnings</td><td>\$44,400 in Earnings</td></tr> <tr> <td>2022</td><td>\$3,800 in Earnings</td><td>\$45,600 in Earnings</td></tr> <tr> <td>2023 and later</td><td>\$3,900 in Earnings</td><td>\$46,800 in Earnings</td></tr> </table>	Time Period	Requirement to Earn One Credited Service Month	Requirement to Earn Twelve Credited Service Month	1/1/39 to 12/24/60	100 hours of service	1,200 hours of service	12/25/60 to 12/21/68	\$600 in Earnings	\$7,200 in Earnings	12/22/68 to 12/24/77	\$833.33 in Earnings	\$10,000 in Earnings	12/25/77 to 12/31/93	\$757.58 in Earnings	\$9,091 in Earnings	1/1/94 to 12/31/02	\$1,800 in Earnings	\$21,600 in Earnings	2003 & 2004	\$2,400 in Earnings	\$28,800 in Earnings	2005	\$2,500 in Earnings	\$30,000 in Earnings	2006	\$2,600 in Earnings	\$31,200 in Earnings	2007 to 2009	\$2,700 in Earnings	\$32,400 in Earnings	2010 to 2015	\$3,000 in Earnings	\$36,000 in Earnings	2016 to 2017	\$3,200 in Earnings	\$38,400 in Earnings	2018	\$3,400 in Earnings	\$40,800 in Earnings	2019	\$3,500 in Earnings	\$42,000 in Earnings	2020	\$3,600 in Earnings	\$43,200 in Earnings	2021	\$3,700 in Earnings	\$44,400 in Earnings	2022	\$3,800 in Earnings	\$45,600 in Earnings	2023 and later	\$3,900 in Earnings	\$46,800 in Earnings	12/18/2020
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27-28	<p><i>Change updates employer contributions rate on covered earnings.</i></p> <p>The Section titled Employer Portion of Your Individual Account on pages 27-28 is amended to read in its entirety as follows:</p> <p><i>Employer Portion of Your Individual Account</i></p> <p>Contributions are made by your Employers on your Covered Earnings and allocated between the Basic and Supplemental Plans.</p> <p>Effective July 1, 2020, the amount contributed from all Employers on your behalf to the Supplemental Plan equals:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and • 8.0% of Covered Earnings over \$150,000 <p>Effective July 1, 2021, the amount contributed from all Employers on your behalf to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and • 8.5% of Covered Earnings over \$150,000 <p>Effective July 1, 2023, the amount contributed from Employers signatory to any Network Agreement for Directors to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and • 9% of Covered Earnings over \$150,000. <p><i>Prior CBAs</i></p> <p>Effective July 1, 2019, for Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements, the amounts contributed on a Participant's behalf to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> • The remaining Employer Contributions required for such Participant on reportable Earnings above \$20,000 and up to \$150,000, after first allocating Covered Earnings to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; and • 100% of Employer Contributions on Covered Earnings over \$150,000. <p>Notwithstanding the foregoing, any Employers with a Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Supplemental Plan at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>Employer Contributions and the related investment earnings are made on a pre-tax basis. Under current law, these amounts are only taxable when paid to you, or your Beneficiary or Contingent Annuitant.</p>	7/1/2023

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30	<p><i>Change updates the employer contributions rate on covered earnings.</i></p> <p>The Section titled The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures on page 30 is amended to read in its entirety as follows:</p> <p>The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures</p> <p>When a Director meets the criteria for the Multi-Year Rule, it affects the Director's contribution limits in the Supplemental Plan. For a detailed description of the Multi-Year Rule, please refer to the Multi-Year Rule for Directors of Theatrical Motion Pictures section beginning on page 8.</p> <p>Once it has been determined that a Director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 8.0% of the first \$100,000 in Earnings will be allocated to the Supplemental Plan on behalf of the director in the second year of employment, under the applicable Collective Bargaining Agreements. Employee contributions equal to 2.5% of this amount are required. Effective July 1, 2021, Employer Contributions equal to 8.5% of the first \$100,000 in Earnings will be allocated to the Supplemental Plan on behalf of the director in the second year of employment.</p> <p>Employment that falls under the Multi-Year Rule should be designated as such on the Director's deal memo.</p> <p>If a unit production manager or assistant director is entitled to Earnings in excess of \$200,000 on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2020, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and if the unit production manager or assistant director will receive Earnings of at least \$50,000 in each Plan Year for Covered Employment, the Employer shall contribute to the Plans 8% of the first \$150,000 in Earnings paid to the unit production manager or assistant director in the first Plan Year, and on the remaining salary paid to the unit production manager or assistant director in the next Plan Year. Contributions shall be allocated to the Supplemental Plan on 2.2% of all Earnings in a Plan Year above \$20,000 up to \$150,000, plus 8% of all Earnings above \$150,000. Employee contributions equal to 2.5% of this amount are required. In no event shall the Employer be required to make contributions on salary amounts in excess of \$200,000 for such project.</p> <p>Effective July 1, 2021, the Employer shall contribute to the Plans 8.5% of the first \$150,000 in Earnings paid to the unit production manager or assistant director in the first Plan Year, and on the remaining salary paid to the unit production manager or assistant director in the next Plan Year. Contributions shall be allocated to the Supplemental Plan on 2.2% of all Earnings in a Plan Year above \$20,000 up to \$150,000, plus 8.5% of all Earnings above \$150,000.</p>	7/1/2021

Pages	Summary of Change	Effective Date
30	<p><i>Change updates the Multi-Year Rule for Directors of Theatrical Motion Pictures to include unit production managers and assistant directors and to incorporate the increase in employer contributions rate on covered earnings.</i></p> <p>The Section titled The Multi-Year Rule for Directors of Theatrical Motion Pictures on page 30 is amended to read in its entirety as follows:</p> <p>The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures</p> <p>When a Director meets the criteria for the Multi-Year Rule, it affects the Director's contribution limits in the Supplemental Plan. For a detailed description of the Multi-Year Rule, please refer to the Multi-Year Rule for Directors of Theatrical Motion Pictures section beginning on page 8.</p> <p>Once it has been determined that a Director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 8.0% of the first \$100,000 in Earnings will be allocated to the Supplemental Plan on behalf of the director in the second year of employment, under the applicable Collective Bargaining Agreements. Employee contributions equal to 2.5% of this amount are required.</p> <p>Employment that falls under the Multi-Year Rule should be designated as such on the Director's deal memo.</p> <p>If a unit production manager or assistant director is entitled to Earnings in excess of \$200,000 on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2020, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and if the unit production manager or assistant director will receive Earnings of at least \$50,000 in each Plan Year for Covered Employment, the Employer shall contribute to the Plans 8% of the first \$150,000 in Earnings paid to the unit production manager or assistant director in the first Plan Year, and on the remaining salary paid to the unit production manager or assistant director in the next Plan Year. Contributions shall be allocated to the Supplemental Plan on 2.2% of all Earnings in a Plan Year above \$20,000 up to \$150,000, plus 8% of all Earnings above \$150,000. Employee contributions equal to 2.5% of this amount are required. In no event shall the Employer be required to make contributions on salary amounts in excess of \$200,000 for such project.</p>	7/1/2020

Pension Plans Summary Plan Description Updates

Pages	Summary of Change	Effective Date
37	<p><i>The section titled “Plan Loans” on page 37 is amended to read in its entirety as follows:</i></p> <p>Loans</p> <p>A. General. Loans are only permitted from the Plan from May 1, 2020 through December 31, 2020, July 17, 2023 through December 31, 2023, and January 1, 2024 through March 31, 2024. All loans must comply with the terms of the separate Supplemental Plan Loan Policy (the “Policy” or “Loan Policy”) adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation Section 2550.408b-1, respectively. All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.</p> <p>B. Coronavirus-Related Loan Repayment Suspensions. A “qualified individual” (as defined below) who has an outstanding loan on or after May 1, 2020, may request that any loan repayments due on or after October 1, 2020 through December 31, 2020 be suspended (but interest shall continue to accrue during the suspension period). Such loan shall be reamortized, taking into account interest accrued during the suspension period, with the term of the loan extended by one (1) year, and loan repayments shall resume effective January 1, 2021.</p> <p>C. Qualified Individual. A Participant is a “qualified individual” if:</p> <ol style="list-style-type: none"> 1. The Participant, the Participant’s Spouse or dependent (as defined in Section 152 of the Internal Revenue Code) is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively referred to as “COVID-19”) by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or 2. The Participant experiences adverse financial consequences as a result of: <ol style="list-style-type: none"> a. The Participant, the Participant’s Spouse or a “member of the Participant’s household” (someone who shares the Participant’s primary residence) being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19; b. The Participant, the Participant’s Spouse or member of the Participant’s household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date delayed due to COVID-19; c. The Participant, the Participant’s Spouse or member of the Participant’s household being unable to work due to lack of childcare due to COVID-19; or 	1/1/2024-3/31/2024

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Pages	Summary of Change	Effective Date
37 (cont'd)	<p>d. The closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse or a member of the Participant's household due to COVID-19.</p> <p>D. The Trustees may rely on a Participant's certification that he or she satisfies the conditions to be a qualified individual in determining whether loan repayments may be suspended, unless the Trustees have actual knowledge to the contrary. Notwithstanding the foregoing, the Trustees shall have no obligation to inquire into whether a Participant has satisfied the conditions to be a qualified individual.</p>	1/1/2024- 3/31/2024

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37	<p><i>The section titled “Plan Loans” on page 37 is amended to read in its entirety as follows:</i></p> <p>Loans</p> <p>A. General. Loans are only permitted from the Plan from May 1, 2020 to December 31, 2020, and from July 17, 2023 through December 31, 2023. All loans must comply with the terms of the separate Supplemental Plan Loan Policy (the “Policy” or “Loan Policy”) adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation Section 2550.408b-1, respectively. All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.</p> <p>B. Coronavirus-Related Loan Repayment Suspensions. A “qualified individual” (as defined below) who has an outstanding loan on or after May 1, 2020, may request that any loan repayments due on or after October 1, 2020 through December 31, 2020 be suspended (but interest shall continue to accrue during the suspension period). Such loan shall be reamortized, taking into account interest accrued during the suspension period, with the term of the loan extended by one (1) year, and loan repayments shall resume effective January 1, 2021.</p> <p>C. Qualified Individual. A Participant is a “qualified individual” if:</p> <ol style="list-style-type: none"> 1. The Participant, the Participant’s Spouse or dependent (as defined in Section 152 of the Internal Revenue Code) is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively referred to as “COVID-19”) by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or 2. The Participant experiences adverse financial consequences as a result of: <ol style="list-style-type: none"> a. The Participant, the Participant’s Spouse or a “member of the Participant’s household” (someone who shares the Participant’s primary residence) being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19; b. The Participant, the Participant’s Spouse or member of the Participant’s household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date delayed due to COVID-19; c. The Participant, the Participant’s Spouse or member of the Participant’s household being unable to work due to lack of childcare due to COVID-19; or 	7/17/2023-12/31/2023

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37 (cont'd)	<p>d. The closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse or a member of the Participant's household due to COVID-19.</p> <p>D. The Trustees may rely on a Participant's certification that he or she satisfies the conditions to be a qualified individual in determining whether loan repayments may be suspended, unless the Trustees have actual knowledge to the contrary. Notwithstanding the foregoing, the Trustees shall have no obligation to inquire into whether a Participant has satisfied the conditions to be a qualified individual.</p>	7/17/2023- 12/31/2023
37	<p><i>The section titled "Plan Loans" on page 37 is amended to read in its entirety as follows:</i></p> <p>Loans</p> <p>A. General. Loans are only permitted from the Plan from May 1, 2020 to December 31, 2020 in accordance with the terms of the separate Supplemental Plan Loan Policy adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation Section 2550.408b-1, respectively. All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.</p> <p>B. Coronavirus-Related Loan Repayment Suspensions. A "qualified individual" (as defined below) who has an outstanding loan on or after May 1, 2020, may request that any loan repayments due on or after October 1, 2020 through December 31, 2020 be suspended (but interest shall continue to accrue during the suspension period). Such loan shall be reamortized, taking into account interest accrued during the suspension period, with the term of the loan extended by one (1) year, and loan repayments shall resume effective January 1, 2021.</p> <p>C. Qualified Individual. A Participant is a "qualified individual" if:</p> <ol style="list-style-type: none"> 1. The Participant, the Participant's Spouse or dependent (as defined in Section 152 of the Internal Revenue Code) is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively referred to as "COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or 2. The Participant experiences adverse financial consequences as a result of: <ol style="list-style-type: none"> a. The Participant, the Participant's Spouse or a "member of the Participant's household" (someone who shares the Participant's primary residence) being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19; 	5/1/2020- 12/31/2020

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37 (cont'd)	<p>b. The Participant, the Participant's Spouse or member of the Participant's household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date delayed due to COVID-19;</p> <p>c. The Participant, the Participant's Spouse or member of the Participant's household being unable to work due to lack of childcare due to COVID-19; or</p> <p>d. The closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse or a member of the Participant's household due to COVID-19.</p> <p>D. The Trustees may rely on a Participant's certification that he or she satisfies the conditions to be a qualified individual in determining whether loan repayments may be suspended, unless the Trustees have actual knowledge to the contrary. Notwithstanding the foregoing, the Trustees shall have no obligation to inquire into whether a Participant has satisfied the conditions to be a qualified individual.</p>	5/1/2020-1/1/2021
37	<p><i>A new section titled Plan Loans is added on page 37 after the section titled Combination Annuity/Cash Refund to read in its entirety as follows:</i></p> <p>Plan Loans</p> <p>Loans are only permitted from the Plan from May 1, 2020 to July 31, 2020 in accordance with the terms of the separate Supplemental Plan Loan Policy adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation Section 2550.408b-1, respectively. All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.</p>	5/1/2020 – 7/31/2020

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37	<p><i>The section titled Plan Loans on page 37 is amended to read in its entirety as follows:</i></p> <p>Plan Loans</p> <p>Loans are only permitted from the Plan from May 1, 2020 to December 31, 2020 in accordance with the terms of the separate Supplemental Plan Loan Policy adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation Section 2550.408b-1, respectively. All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.</p>	5/1/2020 – 12/31/2020

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42-43	<p><i>Change updates Employer pension contribution rates to the Basic and Supplemental Plans under the Network Agreement.</i></p> <p>The section titled Contributions on pages 42-43 is amended to read in its entirety as follows:</p> <p><u>Contributions</u></p> <p>The Pension Plans are funded by contributions made by both you and your Employers.</p> <p>Effective July 1, 2020, under the applicable Collective Bargaining Agreements, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> • 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2021, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> • 8.5% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 8.5% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. 	7/1/2023

Pages	Summary of Change	Effective Date
42-43 (cont'd)	<p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 8.5% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2023, when you work in DGA-Covered Employment under a Network Agreement:</p> <ul style="list-style-type: none"> • 9% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 9% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 6.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 9% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p><i>Prior CBAs</i></p> <p>Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:</p> <p>For the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions on the first \$20,000 in Covered Earnings; • The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; 	7/1/2023

Pages	Summary of Change	Effective Date
42-43 (cont'd)	<p>For the Supplemental Plan:</p> <ul style="list-style-type: none"> The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>The \$150,000 Earnings limit mentioned in this section refers to total Covered Earnings received by you from all Employers in a calendar year.</p> <p>Notwithstanding the foregoing, any Contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an earnings period for which the Director was scheduled to commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the earnings period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.</p> <p>If an Employer fails to make Employer Contributions in connection with reportable Earnings on your behalf and you do not make Employee Contributions on those reportable Earnings, you will not be able to obtain Supplemental Plan benefits attributable to the missing Employer Contributions. Please note that if you do make Employee Contributions on the missing reportable Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.</p> <p>For further details on reportable compensation, please refer to the applicable DGA Collective Bargaining Agreements.</p>	7/1/2023

Pages	Summary of Change	Effective Date
42-43	<p><i>Change updates Employer pension contribution rates to the Basic and Supplemental Plans and continues the special considerations for recognizing Employer contributions for directors covered under the Basic and FLTTA Agreements who were scheduled to commence work between March 1, 2020 and ending December 31, 2020 but were delayed due to the coronavirus pandemic.</i></p> <p>The Section titled Contributions on pages 42-43 is amended to read in its entirety as follows:</p> <p>Contributions</p> <p>The Pension Plans are funded by contributions made by both you and your Employers. Under the applicable Collective Bargaining Agreements, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> • 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2021, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> • 8.5% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 8.5% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. 	7/1/2021

Pages	Summary of Change	Effective Date
42-43 (cont'd)	<p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 8.5% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:</p> <p>For the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions on the first \$20,000 in Covered Earnings; • The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; <p>For the Supplemental Plan:</p> <ul style="list-style-type: none"> • The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; • 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>The \$150,000 Earnings limit mentioned in this section refers to total Covered Earnings received by you from all Employers in a calendar year.</p> <p>Notwithstanding the foregoing, any Contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an earnings period for which the Director was scheduled to commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the earnings period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.</p>	7/1/2021

Pension Plans Summary Plan Description Updates

Pages	Summary of Change	Effective Date
42-43 (cont'd)	<p>If an Employer fails to make Employer Contributions in connection with reportable Earnings on your behalf and you do not make Employee Contributions on those reportable Earnings, you will not be able to obtain Supplemental Plan benefits attributable to the missing Employer Contributions. Please note that if you do make Employee Contributions on the missing reportable Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.</p> <p>For further details on reportable compensation, please refer to the applicable DGA Collective Bargaining Agreements.</p>	7/1/2021

Pension Plans Summary Plan Description Updates

Pages	Summary of Change	Effective Date
42-43	<p><i>Change updates Employer pension contribution rates to the Basic and Supplemental Plans and adds special considerations for recognizing Employer contributions for directors covered under the Basic and FLTTA Agreements who were scheduled to commence work between March 1, 2020 and ending December 31, 2020 but were delayed due to the coronavirus pandemic.</i></p> <p>The Section titled Contributions on pages 42-43 is amended to read in its entirety as follows:</p> <p>Contributions</p> <p>The Pension Plans are funded by contributions made by both you and your Employers. Under the applicable Collective Bargaining Agreements, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> • 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and • 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> • 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings; • 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; • In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> • 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; • 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); • 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:</p> <p>For the Basic Plan:</p> <p>100% of the Employer Contributions on the first \$20,000 in Covered Earnings;</p> <p>The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000;</p>	7/1/2020

Pages	Summary of Change	Effective Date
42-43 (cont'd)	<p>For the Supplemental Plan:</p> <ul style="list-style-type: none"> The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>The \$150,000 Earnings limit mentioned in this section refers to total Covered Earnings received by you from all Employers in a calendar year.</p> <p>Notwithstanding the foregoing, any Contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an earnings period for which the Director was scheduled to commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the earnings period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.</p> <p>If an Employer fails to make Employer Contributions in connection with reportable Earnings on your behalf and you do not make Employee Contributions on those reportable Earnings, you will not be able to obtain Supplemental Plan benefits attributable to the missing Employer Contributions. Please note that if you do make Employee Contributions on the missing reportable Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.</p> <p>For further details on reportable compensation, please refer to the applicable DGA Collective Bargaining Agreements.</p>	7/1/2020

DGA-PRODUCER **PENSION PLANS**

Summary Plan Description



Effective March 1, 2020

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INTRODUCTION

The Board of Trustees is pleased to provide you with this Summary Plan Description describing the benefits currently offered under the Directors Guild of America-Producer Pension Plans (the “Pension Plans” or “Plans”). This Summary Plan Description is effective March 1, 2020, and replaces and supersedes all prior versions of the Summary Plan Descriptions and amendments previously provided to Plan Participants.

This Summary Plan Description provides a brief description of your rights, obligations, and benefits under the Pension Plans. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Pension Plans in any way. For purposes of clarity, the Pension Plans’ provisions have been summarized in this Summary Plan Description. Every effort has been made to ensure the accuracy of this Summary Plan Description. However, nothing in this explanation is intended to change, in any way, the provisions of the Pension Plans. In the event of a conflict between this Summary Plan Description and the Plan documents, the terms of the Plan documents will govern.

The Plans were established in 1960 to provide a secure source of retirement income for Directors Guild of America (“DGA”) members and their families. Since their inception, the Pension Plans have provided retirement benefits to thousands of DGA members, paying nearly \$3 billion to Participants and their Beneficiaries.

You have two Pension Plans:

- The Basic Plan is a defined benefit plan and provides a fixed monthly benefit or, in certain cases, a lump sum benefit.
- The Supplemental Plan is a type of defined contribution plan called a money purchase plan, where contributions made on your behalf are deposited to your own Individual Account and invested on your behalf.

The Pension Plans are established and operated in accordance with the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, and all other applicable federal and state laws. The Pension Plans are intended to be qualified pension plans within the meaning of Code Section 401(a), ERISA, and the regulations issued thereunder. The Plans have been created by, and are maintained in accordance with, Collective Bargaining Agreements negotiated by the Directors Guild of America (DGA), the Alliance of Motion Picture and Television Producers (AMPTP), the Association of Independent Commercial Producers (AICP), and other Employers in the entertainment industry. The Pension Plans are administered by a Trust created by these Collective Bargaining Agreements. The Trust and the Plans are separate and distinct from the DGA, the AMPTP, the AICP and other Employers.

In the event any question is raised, your rights will be determined in accordance with applicable Plan language and by the rules and regulations adopted by the Board of Trustees in connection with the administration of the Pension Plans. The Board of Trustees has the sole and exclusive authority to construe, apply, and interpret the terms of the Pension Plans and the nature and extent of benefits offered thereunder, including the rules governing eligibility for and entitlement to benefits. Updated copies of the full Pension Plans documents are available from the Plans Office.

How You Are Notified of Plans Changes

Periodically, changes are made to the Pension Plans. You will be notified of any changes to the Pension Plans through the Plans' *Spotlight on Benefits* newsletter. You will be mailed a copy of the *Spotlight on Benefits* newsletter any time the Pension Plans are amended. This Summary Plan Description and all amendments are also available online at www.dgaplans.org.

It is your responsibility to notify the Pension Plans of any changes to your mailing address and contact information. Be sure to separately notify the Pension Plans of any change in your mailing address, even if you have updated your address with your Employer, to ensure that you receive all communications.

Throughout this document, "you" or "your" refers to the Participant. Capitalized terms are defined in the *Glossary* that begins on page 55. If a capitalized term is not defined in the Glossary, it has the same meaning as defined in the Plans.



How It Works:

How to Use this Book

This Summary Plan Description has been prepared to serve as a guide and reference concerning all aspects of your Basic and Supplemental Plan benefits and how to use them. This book has been organized to include certain features to help you find and understand the information contained herein. Refer to the graphic below for details.

Capitalized terms are defined in the Glossary, beginning on page 55.

The image shows a preview of the 'Basic Plan' document. It features two main sections: 'Calculating Your Benefit Amounts, Choosing a Payment Option, and Applying for Benefits' and 'Determining Your Benefit Under the Career Average Earnings Formula'. The document is color-coded with blue and white sections. The 'How It Works' section is highlighted in blue, and the 'Basic Plan' title is in a blue box. The 'Calculating Your Benefit Amounts' section includes a list of steps and a formula. The 'Determining Your Benefit Under the Career Average Earnings Formula' section includes a table with 'Career Average Earnings' and 'Career Average Earnings Based Benefit' columns, and a list of steps.

Career Average Earnings	Career Average Earnings Based Benefit
\$0 to \$10,000	1.0% of 1.0%
\$10,000 to \$20,000	1.0% + 0.5% of 1.0% above \$10,000
\$20,000 to \$30,000	\$2,000 + 0.5% of 1.0% above \$20,000
\$30,000 to \$40,000	\$3,000 + 0.5% of 1.0% above \$30,000
\$40,000 to \$50,000	\$4,000 + 0.5% of 1.0% above \$40,000

Each section is color-coded for easy browsing. A change in the sidebar color indicates a new section.

How it Works graphics describe critical processes and concepts.

TERMS TO KNOW

Before you read the details about the Pension Plans, you should familiarize yourself with a few of the common terms that will be used throughout this Summary Plan Description.

(a) Credited Service Months

Under the Basic Plan, Credited Service Months are used to determine:

- Your eligibility to receive a pension; and
- The amount of pension payable.

You earn Credited Service Months based on your reportable Earnings during a Plan Year. Currently, a Plan Year is the calendar year. Prior to 1993, a 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.

You can earn a maximum of 12 Credited Service Months during a Plan Year.

Credited Service Months are earned in the month that Covered Employment occurs, regardless of when the contributions were received.

You may earn Credited Service Months either by meeting the earning requirements (as described in the table on page 6 or through Contiguous Non-Covered Service, described on page 6).

(b) Plan Credit Year

You earn a Plan Credit Year when 12 Credited Service Months are earned in a Plan Year or when you work at least 100 days in Covered Employment regardless of Covered Earnings.

(c) Break in Service

A Break in Service occurs in any Plan Year in which you do not accrue at least seven Credited Service Months.

(d) Vesting

To become eligible for benefits under the Basic Pension Plan and/or the Supplemental Pension Plan, you must first become vested.

For Basic Plan vesting requirements, refer to page 7.

For Supplemental Plan vesting requirements, refer to page 30.

(e) Retired/Retirement

For the Basic Plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Your Required Beginning Date is April 1 of the year following the calendar year in which you reach age 70½. For example, if you reach age 70½ on March 12, 2020, your Required Beginning Date is April 1, 2021. Before your Required Beginning Date, you will be considered Retired as of the date you commence your pension benefits.

For the Supplemental Plan, you will be considered Retired as of the date you commence your pension benefits.

(f) Required Beginning Date

Your Required Beginning Date is the date you must take a Required Minimum Distribution payable in accordance with Treasury regulations under Code Section 401(a)(9). For the Basic Plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date.

Your Required Beginning Date is April 1 of the calendar year following the calendar year in which you reach age 70½. For example, if you reach age 70½ on December 31, 2020, your Required Beginning Date is April 1, 2021.

(g) Required Minimum Distribution

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. The amount of the minimum distribution is determined separately under the Basic Plan and Supplemental Plan, and does not take into account any distributions an individual has received from any other retirement plan or individual retirement account.

For more information on Required Minimum Distribution, refer to the *Required Beginning Date* section beginning on page 22.

(h) Suspendible Service

If you are employed in Suspendible Service while receiving a monthly pension benefit, your monthly pension may be suspended. Suspendible Service is employment in the same industry, in the same trade or craft worked under Covered Employment, and in the same geographic area covered by the Plan.

For more information on suspension of benefits, refer to the *When Your Benefits May Be Suspended* section beginning on page 24.

(i) Rollovers

The Supplemental Plan accepts contributions from other Qualified Retirement Plans. These contributions are called “Rollovers”. If you are eligible to receive a lump sum benefit from the Basic Plan, you can move those monies directly into your Supplemental Plan account, rather than move the funds to an outside financial institution.

For more information on Rollovers, refer to the *Rollovers into the Supplemental Plan* section beginning on page 28.

(j) Beneficiary

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

(k) Contingent Annuitant

A Contingent Annuitant is a person, designated by you, who is entitled to annuity payments commencing upon your death if you elected a Joint & Survivor Annuity payment option.

(l) The Multi-Year Rule for Directors of Theatrical Motion Pictures

In accordance with the Collective Bargaining Agreement, contributions to the Pension Plans are only payable on the first \$200,000 of Earnings per theatrical motion picture. However, a director frequently reaches this limit in the first year of production and will continue to perform directing services on the same project in the next calendar year.

In order to allocate credit to the Pension Plans for work performed by directors in the second calendar year, a special provision referred to as the “Multi-Year Rule” was created, effective September 1, 1999. This rule only applies to directors of theatrical motion pictures. It does not apply to any other job category.

For information on the Multi-Year Rule as it applies to the Basic Plan, refer to the *Multi-Year Rule for Directors of Theatrical Motion Pictures* section beginning on page 8.

For information on the Multi-Year Rule as it applies to the Supplemental Plan, refer to the *Multi-Year Rule for Directors of Theatrical Motion Pictures* section beginning on page 30.

THINGS FOR YOU TO DO

(a) Let Us Know Where You Are

Keep the Plan Office informed of any change in your contact information (including phone numbers, mailing addresses and e-mail addresses) to ensure that you receive all of our communications, including important changes that may affect your benefits.

Our address and telephone numbers are:

DGA-Producer Pension Plans
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036
www.dgaplans.org
(323) 866-2200
(877) 866-2200
Fax: (323) 653-3560

(b) Designate a Beneficiary

To ensure that your benefits are paid to the individuals you have chosen, you should complete a Beneficiary Designation Form and file it with the Plan Office.

To change your Beneficiary designation, you must file a new form. Your Beneficiary designation will remain effective until you change or revoke it by executing a new Beneficiary Designation Form. Your Beneficiary designation does not automatically change upon death or divorce (and is not affected by state law or any state law proceedings).

The Beneficiary Designation Form is available from the Plan's website, **www.dgaplans.org**. You may also call the Plan Office and request that a copy of the form be mailed to you.

The Beneficiary Designation Form includes provisions for multiple primary and secondary Beneficiaries.

Benefits will be paid to secondary Beneficiaries only if all of the primary Beneficiaries are deceased. For example, if you name two primary Beneficiaries and one of them dies before you do, the other primary Beneficiary will receive the entire benefit. No benefit will be paid to any of the secondary Beneficiaries.

You may choose a person, estate, organization or trust as your Beneficiary. For married Participants, your Spouse will automatically be your Beneficiary unless you and your Spouse select another Beneficiary and your Spouse signs a notarized waiver.

For an individual designated as a Beneficiary, you must provide the last four digits of the individual's Social Security number.

For an organization (such as a charity) designated as a Beneficiary, you must provide the:

- Organization's name;
- Organization's address; and
- Telephone number of the contact person or department at the organization.

When a trust is designated as a Beneficiary:

- The trust must be valid under state law (or would be but for the fact that there is no corpus); and
- The Trustees of the trust must be identifiable.

A new Beneficiary designation will not change the Contingent Annuitant for any Joint & Survivor Annuity payment option that you may have chosen at retirement. For example, if you elected a Joint & Survivor Annuity payment option, the Contingent Annuitant named at the time of your retirement will remain the Contingent Annuitant. If you elected a

Ten-Year Certain & Life payment option, you may change your designated Beneficiary, but you should notify the Plan Office (or the insurance company paying the annuity for the Supplemental Plan) separately.

If the Plan Office does not have a completed Beneficiary Designation Form from you, or if all of the designated Beneficiaries predecease you, or if the designated Beneficiaries survive you but die prior to receipt of all benefits, then benefits will be paid in the following order:

- Your surviving Spouse, provided that the Spouse was your Spouse for at least 12 consecutive months prior to your death; then
- The duly appointed and currently acting personal representative of your estate for the benefit of the estate.

If there is no personal representative duly appointed within 90 days after the death of the Participant (or 180 days in certain situations) and the Participant had a will, benefits shall be paid to the persons who can demonstrate, to the Trustees' satisfaction, that they are entitled to the benefits in accordance with the will or other documents cross-referenced in the will.

If there is no personal representative duly appointed within 90 days after the death of the Participant (or 180 days in certain situations) and the Participant died intestate, benefits shall be payable in the following order:

- Surviving children (including by right of representation the issue of any deceased child or children);
- Surviving grandchildren;
- Surviving parents;
- Surviving brothers and sisters; then
- Such other person as may be chosen in the discretion of the Trustees.

(c) Notify the Plan Office if Your Family Status Changes

Inform the Plan Office of any changes in your family status such as:

- Marriage;
- Birth or adoption of a child;
- Death of a Spouse; or
- Divorce.

(d) Keep Your Records

The accuracy and completeness of your Covered Employment records can be an important factor in determining your eligibility for and the amount of your retirement benefits.

You can protect yourself by carefully checking the quarterly and annual statements you receive from the Plan Office as well as any work records you receive from your Employers (*e.g.*, pay vouchers, check stubs and other evidence of employment).

If you discover that you have not received proper credit for Covered Employment or if your quarterly or annual statement appears to be incorrect, contact the Contributions and Collections Department at the Plan Office as soon as possible.

**In the Los Angeles Area
(323) 866-2200**

**Toll-Free Outside Los Angeles
(877) 866-2200**

THE BASIC PLAN

The Directors Guild of America—Producer Pension Plans Basic Benefit Plan (the “Basic Plan” or “Basic Benefit Plan”) is a defined benefit pension plan that provides eligible participants with a fixed monthly benefit payable over their lifetime. A lump sum benefit is also available in certain cases.

The monthly benefit payable to you under the Basic Plan is calculated based on a formula that considers the amount of your Earnings and number of Credited Service Months earned, and is calculated as of your Normal Retirement Age (generally age 65). If you decide to retire early, your benefit will be reduced to account for a longer payment schedule. If you decide to retire after Normal Retirement Age, your benefit may be actuarially increased subject to the Basic Plan’s suspension rules (see the *When Your Benefits May Be Suspended* section that begins on page 24).

If you meet the applicable Basic Plan vesting and eligibility requirements, some of the features that you can look forward to are:

- Benefits for your lifetime that may begin as early as age 55;
- Several benefit payment options;
- Survivor benefits for your Spouse or designated Beneficiary; and
- Disability pension benefits at any age.

The Basic Plan is entirely funded by contributions made by Employers. In addition, the Basic Plan receives additional contributions from residuals, such as supplemental market income (*i.e.*, theatrical films released to free television, video and new media, including TV on demand, subscription video on demand and electronic sell-through).

Participating and Vesting

Participating

If a contribution was made on your behalf prior to 2000, you became a Participant in the Basic Plan on the date on which the Basic Plan received the first of such contributions.

If a contribution was not made on your behalf until 2000 or later, you became a Participant in the Basic Plan on January 1 following the first year in which you earned a Credited Service Month. However, when your benefit is calculated, it will include service and Earnings from the year prior to you becoming a Participant.

Credited Service Months

Under the Basic Plan, Credited Service Months are used to determine:

- Your eligibility to receive a pension; and
- The amount of pension payable.

You earn Credited Service Months based on your reportable Earnings during a Plan Year. Currently, a Plan Year is the calendar year. Prior to 1993, a 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.

You can earn a maximum of 12 Credited Service Months during a Plan Year.

Credited Service Months are earned in the month that Covered Employment occurs, regardless of when the contributions were received.

You may earn Credited Service Months either by meeting the earning requirements or through Contiguous Non-Covered Service.

CREDITED SERVICE MONTHS EARNINGS REQUIREMENTS

See the table below (↓) for the Credited Service Months Earnings requirements.

Credited Service Months Earnings Requirements		
Time Period	Requirement to Earn One Credited Service Month	Requirement to Earn Twelve Credited Service Months
1/1/39 to 12/24/60	100 hours of service	1,200 hours of service
12/25/60 to 12/21/68	\$600 in Earnings	\$7,200 in Earnings
12/22/68 to 12/24/77	\$833.33 in Earnings	\$10,000 in Earnings
12/25/77 to 12/31/93	\$757.58 in Earnings	\$9,091 in Earnings
1/1/94 to 12/31/02	\$1,800 in Earnings	\$21,600 in Earnings
2003 & 2004	\$2,400 in Earnings	\$28,800 in Earnings
2005	\$2,500 in Earnings	\$30,000 in Earnings
2006	\$2,600 in Earnings	\$31,200 in Earnings
2007 to 2009	\$2,700 in Earnings	\$32,400 in Earnings
2010 to 2015	\$3,000 in Earnings	\$36,000 in Earnings
2016 to 2017	\$3,200 in Earnings	\$38,400 in Earnings
2018	\$3,400 in Earnings	\$40,800 in Earnings
2019	\$3,500 in Earnings	\$42,000 in Earnings
2020 and later	\$3,600 in Earnings	\$43,200 in Earnings

CONTIGUOUS NON-COVERED SERVICE

For vesting purposes only, you will earn Credited Service Months while employed with a signatory Employer in a job category not covered by a DGA Collective Bargaining Agreement under the following conditions:

- One Credited Service Month will be awarded for each calendar month you have minimum Earnings as described in the *Credited Service Months Earnings Requirements* table above in connection with employment on or after December 26, 1976; and
- The employment precedes or follows Covered Employment for the same Employer

with no quit, discharge, or retirement occurring between such service and Covered Employment.

If these conditions are met, Credited Service Months will be credited in accordance with the *Credited Service Months Earnings Requirements* table above.

Documentation acceptable to the Basic Plan must be submitted in order to receive credit for Contiguous Non-Covered Service. In no event will Earnings from Contiguous Non-Covered Service be used to determine the monthly amount of a pension; they will be used only for vesting purposes.

Vesting

You become vested under the Basic Plan by satisfying its vesting requirements.

If you are not vested under the Basic Plan, you will not receive any benefits from the Basic Plan.

There are three ways to become vested:

- Ten-Year Vesting;
- Five-Year Vesting; and
- Anniversary Vesting.

Ten-Year Vesting

You will become vested under the Ten-Year Vesting rule when you accrue at least 120 Credited Service Months.

The 120 Credited Service Months may be earned at any time over your career, regardless of the length of time between periods of employment.

When you attain Ten-Year Vesting status, you are eligible for a normal, early, pre-retirement death or disability pension (if you accrued at least 12 Credited Service Months in the 36 months immediately prior to the disability onset date—see *Disability Pension* section on page 14 for more information).

Five-Year Vesting

The Five-Year Vesting rules became effective on January 1, 1999.

Under the Five-Year Vesting rules, you will become vested when you accrue five Plan Credit Years, subject to the Break in Service and Permanent Break in Service rules discussed further below.

If you are vested solely under Five-Year Vesting status (and not under Ten-Year Vesting status), you are eligible for retirement benefits at age 65. You are not eligible for:

- Early retirement;
- Disability benefits;

- Lump sum payment options; and
- Pre-retirement survivor benefits, if you are unmarried.

There are three factors that must be considered when determining if you are eligible for Five-Year Vesting:

- Plan Credit Years;
- Break in Service Years; and
- Timing of Earnings.

PLAN CREDIT YEARS

The first requirement of Five-Year Vesting is that you have at least five Plan Credit Years.

For Plan Years beginning prior to January 1, 2003, a Plan Credit Year is a Plan Year in which you earn 12 Credited Service Months.

For Plan Years beginning on or after January 1, 2003, a Plan Credit Year is a Plan Year in which you:

- Earn 12 Credited Service Months; or
- Receive Covered Earnings for 100 or more days.

Plan Years in which you do not meet the requirements for a Plan Credit Year are not counted toward Five-Year Vesting status.

BREAK IN SERVICE YEARS

A Break in Service Year occurs in any Plan Year in which you do not:

- Earn at least seven Credited Service Months; or
- Work at least 51 days in Covered Employment.

A Permanent Break in Service occurs when you earn a Plan Credit Year and, prior to earning another Plan Credit Year, the number of Break in Service Years:

- Is greater than four, and
- Equals or exceeds the number of your Plan Credit Years.

For Five-Year Vesting purposes, when you have a Permanent Break in Service prior to attaining vesting status, all prior Plan Credit Years are disregarded.

For example, if you had four Plan Credit Years, you would not experience a Permanent Break in Service until you reached a total of five Break in Service Years prior to earning another Plan Credit Year.

BREAK IN SERVICE RULES FOR PARTICIPANTS WHO RENDER SERVICES IN THE UNIFORMED SERVICES

You may receive credit when you serve in the Uniformed Services and then return to Covered Employment. Generally, if you were a Participant within one year before serving in the Uniformed Services, and you perform work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, you will be credited with up to five years of Earnings for the period in which you served in the Uniformed Services. Such period of service will not be treated as a Break in Service for Five-Year Vesting or Anniversary Vesting purposes, unless the cumulative period of absence due to Uniformed Service exceeds five years. To be eligible to receive vesting credit for your periods of military service, you must notify the Pension Plans before you leave that you are entering military service, leave military service under honorable conditions, and report back to work or apply for reemployment within the time frame required by law after you complete your active duty. Please call the Pension Plans if you have any questions regarding your military service and how it may affect your benefits.

TIMING OF EARNINGS

In order to qualify for Five-Year Vesting, you must have Earnings in 1999 or later.

- If you have incurred at least one Break in Service Year since your last Plan Credit Year, you will have to subsequently earn a Plan Credit Year in 1999 or later. In addition, all of the other Five-Year Vesting requirements must be met; or

- If you have not incurred a Break in Service Year since your last Plan Credit Year, you will become vested if you subsequently have any Earnings in 1999 or later and before you have a Break in Service. In addition, all of the other Five-Year Vesting requirements must be met.

You are vested once all of the requirements for Five-Year Vesting status have been satisfied. Once vested, you cannot lose vested status through a Permanent Break in Service. You can also become Ten-Year Vested (120 Credited Service Months) and become eligible for other pension benefit options.

Anniversary Vesting

If you have not attained Ten-Year Vesting status or Five-Year Vesting status, you may attain Anniversary Vesting status if: (i) you are age 65 or over, (ii) you have had 5 years of participation in the Basic Plan, without taking into account a participation commencement date preceding a Permanent Break in Service, and (iii) you have earned compensation or a Plan Credit Year after satisfying requirements (i) and (ii).

The following are not available under Anniversary Vesting status:

- Early retirement;
- Disability benefits;
- Lump sum options; and
- Pre-retirement survivor benefits for unmarried Participants.

For information on how to determine if you have attained Anniversary Vesting, refer to the graphic on page 10.

The Multi-Year Rule for Directors of Theatrical Motion Pictures

In accordance with the Collective Bargaining Agreement, contributions to the Pension Plans are only payable on the first \$200,000 of Earnings per theatrical motion picture. However, a director

frequently reaches this limit in the first year of production and will continue to perform directing services on the same project in the next calendar year.

In order to allocate credit to the Basic Plan for work performed by directors in the second calendar year, a special provision referred to as the “Multi-Year Rule” was created, effective September 1, 1999. This rule only applies to directors of theatrical motion pictures. It does not apply to any other job category.

Under the Multi-Year Rule, a director will be credited with 12 Credited Service Months and Earnings of \$150,000 (the maximum under Basic Plan rules) for the first year and an additional 12 Credited Service Months for the second year under the following circumstances:

- The director is entitled to Earnings in excess of \$200,000 for a single theatrical motion picture;
- The picture commences preparation in one calendar year and ends with the delivery of the answer print in the next calendar year;

If the above circumstances are met:

- For theatrical motion pictures starting in 2006 or later, the director will be credited with Earnings of \$150,000 in the first calendar year and \$50,000 in the second calendar year. This \$50,000 does not count toward the \$150,000 Earnings limit in the second year.
- For theatrical motion pictures starting in 1999 through 2005, the director will be credited with Earnings of \$170,000 in the first calendar year and \$30,000 in the second calendar year. This \$30,000 does not count toward the \$150,000 Earnings limit for the second year.

For more information on Earnings limitations, refer to the *Limitations* section beginning on page 43.

Accrual of Earnings and Calculation of Benefits for Participants Who Render Services in the Uniformed Services

You may receive credit when you serve in the Uniformed Services and then return to Covered Employment. Generally, if you were a Participant within one year before serving in the Uniformed Services, and you perform work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, you will be credited with up to five years of Earnings for the period in which you served in the Uniformed Services. Accrual of Earnings is determined based on your Earnings during the 12-month period immediately preceding the period of Uniformed Service. For purposes of this calculation, any Earnings received during Uniformed Service from residuals or re-use fees will not be used in this calculation, unless that amount exceeded the amount of compensation for the pre-12-month period.

If you die while serving in the Uniformed Services on or after January 1, 2007, you shall receive the same vesting and survivorship rights as you would have received if you had resumed employment with an Employer the day before your death.

To be eligible to receive vesting credit for your periods of military service, you must notify the Pension Plans before you leave that you are entering military service, leave military service under honorable conditions, and report back to work or apply for reemployment within the time frame required by law after you complete your active duty. Please call the Pension Plans if you have any questions regarding your military service and how it may affect your benefits.

Also refer to the *Break in Service Rules for Participants Who Render Services in the Uniformed Services* section beginning on page 8.



How It Works:

Determining If You Have Attained Anniversary Vesting Status

In order to qualify for Anniversary Vesting, you must be at least age 65.

If you began participation (as described in Step 1) prior to 2000, more stringent rules apply and you should contact the Plan Office.

1

Determine the year in which you began participation in the Basic Plan.

If your initial pension contribution was made in 1999 or earlier, the year in which the initial contribution was received by the Basic Plan is the year in which you began participation (e.g., if your initial pension contribution was made in 1995, you began participation in the Basic Plan in 1995).

If your initial pension contribution was made in 2000 or later, the year after the year in which you earned your initial Credited Service Month is the year in which you began participation (e.g., if you did not have any pension contributions prior to 2000 and your initial Credited Service Month was earned in 2020, you began participation in the Basic Plan in 2021).

2

Determine your applicable anniversary date.

Your applicable anniversary date is the fifth anniversary of the year in which you began participation in the Basic Plan. For Anniversary Vesting purposes only, January 1 is always the anniversary day.

For example, if your initial Credited Service Month was earned in July 2020, your applicable anniversary date would be January 1, 2026 (as January 1, 2026 is the five-year anniversary of January 1, 2021 and 2021 is the year in which you commenced participation in the Basic Plan).

3

Determine if you have incurred a Permanent Break in Service on or before your applicable anniversary date.

Permanent Break in Service occurs when you earn a Plan Credit Year and, prior to earning another Plan Credit Year, the number of Break in Service Years:

- is greater than four; and
- equals or exceeds the number of your Plan Credit Years.

If you incur a Permanent Break in Service on or before your applicable anniversary date, you do not qualify for Anniversary Vesting status. In addition, all service that preceded the Permanent Break in Service will be disregarded for purposes of Anniversary Vesting status.

If you did not incur a Permanent Break in Service, go to Step 4.

4

Determine if you earned a Plan Credit Year in your applicable anniversary date year.

If you earned a Plan Credit Year in your applicable anniversary date year, you meet the criteria for Anniversary Vesting status.

For example, if your applicable anniversary date is January 1, 2021 and you earned a Plan Credit Year in 2021, you meet the criteria for Anniversary Vesting status.

If you did not meet the criteria in Step 4, go to Step 5.

5

Determine if you 1) earned a Plan Credit Year in the year immediately prior to your applicable anniversary date year and 2) have reportable compensation in your applicable anniversary date year.

For example, if your applicable anniversary date is January 1, 2021 and you earned a Plan Credit Year in 2020 and you had any reportable compensation in 2021, you meet the criteria for Anniversary Vesting status.

If you did not meet the criteria in Step 5, go to Step 6.

6

Repeat Steps 3-5 for each subsequent year after your applicable anniversary date until you either meet the requirements or incur a Permanent Break in Service.

If you incur a Permanent Break in Service, all service that preceded the Permanent Break in Service will be disregarded for purposes of Anniversary Vesting.

Pension Types and Amounts

The Basic Plan provides the following types of pensions:

- Normal Retirement Pension;
- Early Retirement Pension;
- Late Retirement Pension; and
- Disability Pension.

Before you are eligible for any type of retirement benefit, you must meet the vesting requirements described in the *Vesting* section that begins on page 7. In addition, you must have Retired as that term is further described in the next section.

Retirement Defined

Before your Required Beginning Date (see the *Required Beginning Date* section on page 22), you will be considered Retired from the Basic Plan as of the date you commence your pension benefits.

If benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Distributions from the Basic Plan are mandatory as of your Required Beginning Date. If you do not apply for benefits before your Required Beginning Date, the Plan will force benefits to commence, payable as a 50% Joint & Survivor Annuity benefit if you are married or a Single Life Annuity benefit if you are not married.

Types and Options of Benefits Available at Different Vesting Levels			
Option/Benefit	Five-Year Vesting	Ten-Year Vesting	Anniversary Vesting
Normal Retirement	x	x	x
Early Retirement		x	
Disability Retirement		x	
Pre-Retirement Survivor Benefit (married at least 12 months)	x	x	x
Pre-Retirement Survivor Benefit (married less than 12 months or non-Spouse beneficiaries)		x	
Lump Sum Options		x	

Normal Retirement Pension

Eligibility

You are eligible for a Normal Retirement Pension if you meet the following requirements:

- Are age 65 or older (Normal Retirement Age); and
- Vested under either Ten-Year Vesting, Five-Year Vesting or Anniversary Vesting rules.

Amount of Pension

Your monthly pension amount is calculated using the greater of:

- the Career Average Earnings (“CAE”) formula; or
- the Credited Service Month (“CSM”) formula (only takes into account Credited Service Months earned through January 1, 1994).

Both formulas are described under *Calculating Your Benefit Amounts, Choosing a Payment Option, and Applying for Benefits* beginning on page 16.

Early Retirement Pension

Eligibility

You are eligible for early retirement if you meet the following requirements:

- Are between age 55 and age 65; and
- Have accrued at least 120 Credited Service Months.

Amount of Pension

The amount of the Early Retirement Pension is lower than the Normal Retirement Pension, because it is anticipated that you will receive benefits over a longer period of time. Under the Early Retirement Pension, there is a 1/4% reduction for each month (3% for each year) that you are under age 65 at the time of retirement.

Effective for benefits that accrue on or after January 1, 2018, there is a 1/4% reduction for each month (3% for each year) that you are under age 65 but over age 62, and a 5/12% reduction for each month (5% for each year) that you are under age 62 at the time of retirement.

The Early Retirement Benefit Amounts charts below illustrate the amount of Basic Pension benefit payable as a Single Life Annuity for retirements earlier than age 65 based on the maximum monthly benefit of \$5,500 payable at age 65.

Early Retirement Benefit Amounts (for benefits accrued prior to January 1, 2018)		
Age	% Reduction	Maximum Amount
55	30%	\$3,850
56	27%	\$4,015
57	24%	\$4,180
58	21%	\$4,345
59	18%	\$4,510
60	15%	\$4,675
61	12%	\$4,840
62	9%	\$5,005
63	6%	\$5,170
64	3%	\$5,335

Early Retirement Benefit Amounts (for benefits accrued on or after January 1, 2018)		
Age	% Reduction	Maximum Amount
55	44%	\$3,080
56	39%	\$3,355
57	34%	\$3,630
58	29%	\$3,905
59	24%	\$4,180
60	19%	\$4,455
61	14%	\$4,730
62	9%	\$5,005
63	6%	\$5,170
64	3%	\$5,335

Late Retirement Pension—Actuarial Increase Due to Delayed Retirement

Effective for benefits that accrue on or after January 1, 2015, if the Effective Date of your pension is after your Normal Retirement Age, your benefit may, in certain limited circumstances, be actuarially adjusted upward to reflect the delay in the commencement of benefits.

- For each month between the date on which you were eligible for a Normal Retirement pension (Normal Retirement Age) and the Effective Date of the pension, the amount of the actuarial increase is 3/4% per month after Normal Retirement Age.

If your total Normal Retirement Pension monthly benefit including the applicable actuarial increase is less than the benefit calculated at your retirement (using all Career Average Earnings, all Credited Service Months and the benefit formula in effect at the time of your retirement), you will receive the greater amount. This comparison will be done as of the end of each Plan Year of delayed retirement.

This actuarial increase is applied to the accrued Normal Retirement Pension monthly benefit amount earned on or after January 1, 2015. When the actuarial increase is applied, the formula excludes any Earnings that were earned after your attainment of Normal Retirement Age.

Effective for benefits that accrue on or before December 31, 2014, if the Effective Date of your pension is after the date on which you are eligible for a Normal Retirement pension, your benefit may, in certain limited circumstances, be actuarially adjusted upward to reflect the delay in the commencement of benefits.

For each month between the date on which you were eligible for a Normal Retirement Pension (Normal Retirement Age) and the Effective Date of the pension, the amount of the actuarial increase is:

- 1% per month for the first 60 months after Normal Retirement Age; and
- 1.5% per month thereafter until the earlier of retirement or your Required Beginning Date.

For service on or before December 31, 2014, months in which your benefit would have been suspended (8 or more days of Covered Employment in a month) are not counted in the actuarial increase calculation. Notwithstanding the foregoing, effective for service on or after January 1, 2015, the amount of the actuarial increase will be calculated without regard to whether your benefits could have been suspended.

This actuarial increase is applied to the accrued Normal Retirement monthly benefit amount earned on or before December 31, 2014. When the actuarial increase is applied, the formula excludes any Earnings that were earned after your attainment of Normal Retirement Age.

If your total monthly benefit, including the applicable actuarial increase, is less than the benefit calculated at your retirement (using all Career Average Earnings, all Credited Service Months, and the benefit formula in effect at the time of your retirement), you will receive the greater amount. This comparison will be done as of the end of each Plan Year of delayed retirement.

Disability Pension

Eligibility

You are eligible to receive a Disability Pension if you meet all of the following requirements:

- Provide a copy of the Notice of Award resulting from a determination by the Social Security Administration confirming that you are disabled and entitled to a disability benefit in connection with the Social Security Administration Retirement, Survivors and Disability Insurance;
- Are younger than age 65;
- Have accrued at least 120 Credited Service Months;
- Have not received a retirement benefit from the Basic Plan; and
- For Disability Pensions effective on or after January 1, 2018, have accrued at least 12 Credited Service Months in the 36 months immediately preceding the disability onset date as set forth by the Social Security Administration in its Notice of Award.

The Plan may require proof of continuing disability from time to time. Failure to provide requested certification of continued disability may result in a suspension of the Disability Pension benefits.

Amount of Pension and Form of Benefit

The amount of a Disability Pension is the same amount as a Normal Retirement Pension (as if you were age 65 at the time of the disability). No lump sum option is available under the Disability Pension. In addition, reduction factors for various payment options are higher than for non-disability pensions (see the *Payment Options* section that begins on page 18).

Procedures for Disability Pension Payments and Effective Date

If the application for a Disability Pension and the Notice of Award from the Social Security Administration are filed with the Plan Office within 90 days after you receive the Notice of Award, and if all other disability eligibility requirements are satisfied, disability benefits will become effective on the date that your Social Security disability benefits become effective (*i.e.*, your date of entitlement to Social Security disability benefits).

If the application for a Disability Pension and the Notice of Award from the Social Security Administration are not filed with the Plan Office within 90 days after you receive the Notice of Award, disability benefits will be effective on the first of the month following the month that you file the application and the Notice of Award with the Plan Office, provided that all other disability eligibility requirements are satisfied and the application is received by the 15th of that prior month.

If your Disability Pension application is received more than 90 days after the date the Social Security Award was granted, the Plan may require proof of continuing disability.

Applying For a Disability Pension Prior to Social Security Disability Notice

If you have met all of the requirements for a Disability Pension except for the Notice of Award from Social Security, and are between age 55 and 64, you may retire under an Early Retirement Pension (see the *Early Retirement Pension* section beginning on page 12 for more information) and convert that pension into a Disability Pension upon receipt of the Notice of Award. In order to do this, you must have applied to Social Security and provided the Pension Plans with a copy of the Social Security application prior to the Effective Date of the Early Retirement Pension.

When the pension is converted to a Disability Pension, the same payment option elected under the Early Retirement Pension will apply.

The optional form reduction factors for Disability Pensions are higher than for Early Retirement Pensions. In certain cases, the conversion to a Disability Pension may not result in the highest possible benefit. Be sure to ask a Plan representative to detail all of your available retirement options before selecting your benefit payment option.

No conversion is allowed if the Early Retirement Pension was taken as an Immediate Lump Sum or Deferred Lump Sum. If Social Security does not approve the disability, then you will continue to receive your Early Retirement Pension, subject to the Plan's suspension rules.

You may not revoke your Early Retirement election.

Recovery from Disability

A Disability Pension will continue for as long as you remain totally disabled. If your Social Security Disability Benefits are suspended or terminated, the Disability Pension will be similarly suspended or terminated.

If your Social Security Disability Benefits are suspended or terminated prior to age 65, you must report this fact to the Plan Office in writing within 21 days after receiving notification of the loss of entitlement from the Social Security Administration. If you do not notify the Plan Office within 21 days, the Plan Office will delay your subsequent retirement from the Basic Plan for a period of six months. In addition, the Plan Office will offset your subsequent retirement benefit by the amount of disability pension benefits that you received to which you were not entitled.

A Disability Pension may also be suspended in accordance with the suspension rules described in the *When Your Benefits May be Suspended* section that begins on page 24.

If you are receiving a Disability Pension when you attain age 65, the amount of the pension benefit will not be affected.

Calculating Your Benefit Amounts, Choosing a Payment Option, and Applying for Benefits

1. If your initial date of participation in the Basic Plan is prior to January 1, 2020, your Basic Plan monthly pension amount is calculated using the greater of:

- the Career Average Earnings (“CAE”) formula; or
- the Credited Service Month (“CSM”) formula (only takes into account Credited Service Months earned through January 1, 1994).

Both formulas are described below.

2. If your initial date of participation in the Basic Plan is on or after January 1, 2020, your Basic Plan monthly pension is calculated according to Section 1 above but is also subject to the accrual rates described in the *Pension Amount and Accrual Rates* section that begins on page 18.

The Career Average Earnings Formula

Under the Career Average Earnings formula, the amount of your annual pension benefit is based on your Career Average Earnings and Credited Service Months earned after 1960.

Your Career Average Earnings are determined by:

- Adding all your Earnings (up to \$150,000) for each Plan Year after December 24, 1960 in which you earned at least one Credited Service Month;

- Dividing that total by the total number of Credited Service Months earned in all Plan Years after December 24, 1960; and
- Multiplying by 12.

The maximum monthly benefit is \$5,500 if you retire on or after January 1, 2008. Subsequent changes in the monthly maximum will not increase your benefit, unless you have post-retirement Earnings accrued after the effective date of such change to the monthly maximum. In that case any post-retirement Earnings will be used to calculate whether an additional retirement benefit is payable subject to the new monthly maximum.

For example, if you retire with \$5,500 and the maximum is increased to \$6,000, your benefit will remain at \$5,500. If you accrue \$900 in additional benefits after you retire and after the effective date of the increase to the monthly maximum, your benefit will be increased to \$6,000.

The graphic on the next page (→) illustrates how to determine your benefit using the Career Average Earnings Formula.

The Credited Service Month Formula

The Credited Service Month formula only takes into account Credited Service Months earned through January 1, 1994. In order to calculate your benefit under the Credited Service Month formula, each Credited Service Month is multiplied by the applicable benefit multiplier. Credited Service Months earned after January 1, 1994, when the Career Average Earnings formula went into effect, are not taken into account. Accordingly, if you did not earn any Credited Service Months on or prior to January 1, 1994, your retirement benefit is based solely on the Career Average Earnings formula.

When you retire, if the benefit you receive would be greater using this formula rather than the Career Average Earnings formula, you would receive the greater of the two benefits.



How It Works:

Determining Your Benefit Under the Career Average Earnings Formula

This example will walk you through the steps used to determine the benefit that you would receive under the Career Average Earnings Formula.

1

Determine your total Credited Service Months after 1960 and the total Earnings (up to \$150,000) in years in which you earned a Credited Service Month after 1960.

Example: During your 20-year career (1991-2010), you earned a total of 240 Credited Service Months (*i.e.*, the maximum of 12 CSMs in each year). Your total Earnings over those 20 years were \$945,000.

2

Divide your total Earnings by the total number of CSMs after 1960.

Example: $\$945,000 \div 240 = \$3,937.50$

3

Multiply the result by 12. This is your Career Average Earnings.

Example: $\$3,937.50 \times 12 = \$47,250$

4

Use the following table to determine your Career Average Earnings-based benefit.

Career Average Earnings	Career Average Earnings-Based Benefit
\$0 to \$19,999	3.6% of CAE
\$20,000 to \$49,999	\$720 + 2.5% of CAE above \$20,000
\$50,000 to \$99,999	\$1,470 + 1.8% of CAE above \$50,000
\$100,000 to \$150,000	\$2,370 + 1.2% of CAE above \$100,000

Example: $\$720 + (2.5\% \times (\$47,250 - \$20,000)) = \$1,401.25$

5

Multiply your CAE-based benefit by the total number of CSMs after 1960, then divide the result by 12 to determine your annual benefit.

Example: $(\$1,401.25 \times 240) \div 12 = \$28,025$

6

Divide the result by 12 to determine your monthly benefit.

Example: $\$28,025 \div 12 = \$2,335.42$

Pension Amount and Accrual Rates

1. If your initial date of participation in the Basic Plan is prior to January 1, 2020, your benefit amount will be calculated in accordance with the Career Average Earnings Formula or Credited Service Month Formula, as applicable.
2. If your initial date of participation in the Basic Plan is on or after January 1, 2020, your benefit amount will accrue at 93% of the rate in Section 1 above, provided such rate of accrual shall be increased in accordance with the following chart depending on the total number of Credited Service Months earned:

Total Credited Service Months	Rate of Accrual ♦
Less than or equal to 131 CSMs	93.0%
132 – 143 CSMs	94.4%
144 – 155 CSMs	95.8%
156 – 167 CSMs	97.2%
168 – 179 CSMs	98.6%
180 or more CSMs	100%

♦ *Percentage of benefit amount as calculated using the Career Average Earnings Formula or Credited Service Month Formula, as applicable*

Under the schedule above, a new Participant (*i.e.*, initial date of participation on or after January 1, 2020) shall accrue pension benefits at 93% of the rate in Section 1 until he or she earns 132 Credited Service Months, at which point his or her accrual rate will increase by 1.4% for each additional 12 CSMs earned until eventually reaching 100% of the rate in Section 1 after earning 180 Credited Service Months. The applicable accrual rate corresponding to the total Credited Service Months earned shall

apply to all Credited Service Months earned under the Plan.

Payment Options

When you apply for a pension benefit from the Basic Plan, the Pension Department will prepare the application, including estimates of payment options based on your retirement Effective Date.

All payment options are approximately equal in value, based on assumed life expectancies. This means that the expected lifetime benefit payments over your life and the life of your Contingent Annuitant, if applicable, are computed to be approximately the same under any of the available payment options.

However, it is important to consider the different payment options carefully. Some will offer no continuation of monthly pension payments to a Spouse or Beneficiary upon your death, while others do. If the option provides for a continuation of payments to a surviving Spouse or other Beneficiary, there is a reduction in the amount payable during your lifetime.

If you decide to change your election, the Plan Office must be notified no later than the business day prior to your retirement Effective Date. Your payment option election is irrevocable after your retirement Effective Date.

Your monthly benefit payment amount is based on your birth date (and the birth date of your Contingent Annuitant, if applicable). You must provide any information requested or required by the Pension Department to process your application.

Default Forms of Payment

The Basic Plan offers two default forms of payment to qualified Participants. They are:

- The Single Life Annuity; and
- The Participant-and-Partner Pension.

SINGLE LIFE ANNUITY

The Single Life Annuity is the default payment option for an unmarried Participant.

Under the Single Life Annuity payment option, benefits are paid on a monthly basis and continue for your lifetime with no benefits payable after your death.

PARTICIPANT-AND-PARTNER PENSION

The Participant-and-Partner Pension payment option is the default form of payment for a married Participant. However, if you and your Spouse sign a notarized statement rejecting the Participant-and-Partner Pension payment option, any eligible option may be elected. The Participant-and-Partner Pension payment option must be rejected during the 180 days prior to the retirement Effective Date.

The Participant-and-Partner Pension payment option provides a monthly benefit for your lifetime. Upon your death, a benefit is paid to your Spouse for the lifetime of the Spouse (assuming that your Spouse outlives you). The benefit paid to the Spouse will be equal to 50% of the benefit paid to you at the time of your death.

Since the Participant-and-Partner Pension payment option involves the payment of benefits over the lifetimes of two payees, there is a corresponding adjustment in the amount of the pension, depending on the age of the Spouse.

The factors used to calculate the amount of the Participant-and-Partner Pension payment option are based on your age and your Spouse's age, at the nearest birthday to the Annuity Starting Date. These factors are then applied to the Single Life Annuity benefit to determine the amount of benefits payable over your lifetime and your Spouse's lifetime.

Only the individual that is your Spouse on the Effective Date of the Participant-and-Partner Pension payment option is eligible to receive the benefit after the death of the Participant.

If your Spouse predeceases you after the Effective Date, all payments will cease when you die, even if you have remarried.

Once payments have begun under the Participant-and-Partner Pension payment option, they will continue at the same amount during your lifetime, even if your Spouse predeceases you or the marriage is dissolved.

Payments to your Spouse after your death will not be affected by remarriage of the Spouse.

If your Spouse dies before your retirement Effective Date, your payment option is revoked and you must make a new election.

Optional Forms of Payment

The Basic Plan offers the following optional forms of payment to eligible Participants:

- Three Joint & Survivor Annuity options (100%, 75% and 50%);
- Ten-Year Certain & Life Annuity;
- Immediate Lump Sum; and
- Deferred Lump Sum.

IMPORTANT FACTS TO CONSIDER REGARDING THE JOINT & SURVIVOR ANNUITY PAYMENT OPTIONS

The Joint & Survivor Annuity payment options, similar to the Participant-and-Partner Pension payment option, feature a corresponding adjustment in the pension amount, depending on the Contingent Annuitant's age, as they involve payment of benefits over the lifetime of two payees. The factors used to calculate the amount of the Joint & Survivor Annuity payment options are based on your age and the age of the Contingent Annuitant, at the nearest birthday to the Annuity Starting Date. These factors are then applied to the Single Life Annuity benefit to determine the amount of benefits payable over your lifetime and the lifetime of the Contingent Annuitant.

Only the Contingent Annuitant named in the Benefit Election Form prior to retirement is eligible to receive the survivor benefit after your death.

Once payments have begun, even if the Contingent Annuitant dies before you, or the marriage is dissolved, your benefit will not be increased.

If the Contingent Annuitant dies before you and after the Effective Date, all payments will cease when you die. You may not name a new Contingent Annuitant.

If the Contingent Annuitant dies before your retirement Effective Date, your payment option is revoked and you must make a new election.

100% JOINT & SURVIVOR ANNUITY

The 100% Joint & Survivor Annuity payment option provides a monthly benefit for your lifetime. Upon your death, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives you).

The benefit paid to the Contingent Annuitant will be 100% of the benefit paid to you at the time of your death. The Contingent Annuitant may not be changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 100% Joint & Survivor Annuity payment option, the Contingent Annuitant may not be more than 10 years younger than you, unless the Contingent Annuitant is the Spouse.

75% JOINT & SURVIVOR ANNUITY

The 75% Joint & Survivor Annuity payment option provides a monthly benefit for your lifetime. Upon your death, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives you).

The benefit paid to the Contingent Annuitant will be 75% of the benefit paid to you at the time of your death. The Contingent Annuitant may not be

changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 75% Joint & Survivor Annuity payment option, the Contingent Annuitant may not be more than 19 years younger than you, unless the Contingent Annuitant is the Spouse.

50% JOINT & SURVIVOR ANNUITY

The 50% Joint & Survivor Annuity payment option provides a monthly benefit for your lifetime. Upon your death, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives you).

The benefit paid to the Contingent Annuitant will be 50% of the benefit paid to you at the time of your death. The Contingent Annuitant may not be changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 50% Joint & Survivor Annuity payment option, there is no limit on the age difference between the Contingent Annuitant and you.

TEN-YEAR CERTAIN & LIFE ANNUITY

The Ten-Year Certain & Life Annuity payment option provides a monthly benefit payment for either ten years (120 payments) or your lifetime, whichever is longer.

If, upon your death, the 120 guaranteed payments have not been made, your designated Beneficiary will continue to receive the remainder of the 120 monthly payments. The remaining benefit payments can be paid to multiple Beneficiaries.

Your Beneficiary may be changed at any time prior to your death, with spousal consent, if applicable. If payment of a pension is to be made in the form of a Ten-Year Certain & Life Annuity option, the pension amount otherwise payable to the Participant shall be adjusted by multiplying it by the appropriate factor for the Participant's age at the nearest birthday to the Annuity Starting Date, in accordance

to the applicable Ten-Year Certain & Life Annuity factor table. Since the Ten-Year Certain Beneficiary may be changed, that factor table (disabled/non-disabled) is based only on your age at Retirement.

When applying for a pension to be paid under the Ten-Year Certain & Life Annuity payment option, you must designate a primary Beneficiary and a secondary Beneficiary. If the designated primary Beneficiary dies prior to receiving the equivalent of the remainder of payments due under the Ten-Year Certain & Life Annuity payment option, the remainder of payments will be paid to the designated secondary Beneficiary. If there is more than one designated primary Beneficiary, no benefits will be paid to a secondary Beneficiary unless all of the primary Beneficiaries are deceased. If all designated Beneficiaries are deceased before all payments have been made, the remainder of the payments will be paid in accordance with the succession listed in the *Designate a Beneficiary* section that begins on page 3.

IMMEDIATE LUMP SUM

You are eligible to elect the Immediate Lump Sum payment option if you:

- Are at least age 60;
- Have earned at least 120 Credited Service Months;
- Are not retiring on a Disability Pension;
- Have earned at least one Credited Service Month prior to January 1, 1999; and
- Have ceased Covered Employment for at least six months prior to commencement of retirement benefits, if under age 65.

The factors used to convert a monthly pension to the Immediate Lump Sum payment option take into account your age at retirement and prevailing interest and mortality rates. These factors are updated every January 1 to reflect changes in

the prevailing interest and mortality rates. The applicable interest and mortality rates used to determine the factors are specified under Internal Revenue Service Code Section 417(e)(3) and are not determined by the Pension Plans.

Typically, the value of the lump sum factor is inversely proportional to interest rates: as interest rates go up, the lump sum factor tends to go down and vice versa. The lump sum factor is not tied to the performance of the Pension Plans' investment portfolio. Investment returns on the Pension Plans' assets, as well as Employer Contributions, are used to fund the benefits you earn.

The amount of the lump sum will be equal to the actuarial present value payable under the Single Life Annuity payment option, up to the lesser of:

- \$3,450; or
- The monthly pension amount accrued based on work performed through December 31, 2002.

Since the Immediate Lump Sum is available only for pension amounts accrued through December 31, 2002, by electing this form of payment you will likely generate two forms of payment:

- The lump sum payment; and
- A Single Life Annuity payment representing the benefit accrued for work performed after December 31, 2002.

Lump sum benefits from the Basic Plan can be rolled directly into your Supplemental Plan account, maintaining the funds' tax-deferred status. For more information, please see the *Rollovers into the Supplemental Plan* section that begins on page 28.

DEFERRED LUMP SUM

If you meet all of the requirements for the Immediate Lump Sum payment option, except you are under age 65 and have not ceased

Covered Employment in the six months prior to commencement of retirement, you are eligible for the Deferred Lump Sum payment option.

Under the Deferred Lump Sum payment option, the amount payable under the Immediate Lump Sum payment option is calculated at the time of your retirement (using the lump sum factor in effect at retirement) and a monthly installment benefit is paid until you reach age 65. The amount of the monthly installment benefit is equal to the amount payable under the Single Life Annuity payment option. In the month following your 65th birthday, the amount payable under the Immediate Lump Sum payment option, minus the total amount of monthly installments paid, will be paid to you in a single payment.

If you elect the Deferred Lump Sum payment option and die prior to age 65, the amount payable under the Immediate Lump Sum payment option, minus the total amount of monthly installments paid to you, will be paid to your designated Beneficiary.

Any monthly pension amount payable to you in excess of the amount eligible to be converted to a lump sum is payable only as a Single Life Annuity. This monthly benefit will continue after the Deferred Lump Sum is paid and will cease on the first of the month following your death.

Lump sum benefits from the Basic Plan can be rolled directly into your Supplemental Plan account. For more information, see the *Rollovers into the Supplemental Plan* section that begins on page 28.

Important Rules for Elected Forms of Payment

Your payment option election must be made in writing and filed with the Pension Plan Office.

If the value of your pension is \$1,000 or less, payment will be made in the form of a lump sum.

A payment option is not available if the total amount of the monthly benefit is less than \$20 to your Beneficiary or your Contingent Annuitant.

No survivor benefits are paid under the Joint & Survivor Annuity payment option or the Participant-and-Partner Pension payment option if the Contingent Annuitant dies before you. If the Contingent Annuitant dies before your retirement date, the payment option is revoked and you must make a new election. A payment option may not be changed after the Effective Date of the pension benefit.

When and How to Apply for Benefits

Required Beginning Date

Your Required Beginning Date is April 1 of the calendar year following the calendar year in which you reach age 70½. For example, if you reach age 70½ on December 31, 2020, your Required Beginning Date is April 1, 2021. If you reach your Required Beginning Date, you must take a Required Minimum Distribution payable in accordance with Treasury regulations under Code Section 401(a)(9).

The amount of the Required Minimum Distribution is determined separately under the Basic Plan and Supplemental Plan and does not take into account any distribution you have received from any other retirement plan or your individual retirement account.

Applying for Basic Plan Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to commence your benefits from both Plans at the same time or at different times.

The first step in the process for receiving benefits from either Pension Plan is to request a benefit application from the Plan Office.

Your request for a benefit application must be made in writing and must be submitted at least 60 days prior to your intended Effective Date.

For a detailed description of the application process and the information required to complete a benefits

application, refer to the *Applying for Benefits* section in *General Provisions*, beginning on page 39.

BASIC PLAN APPLICATION DEADLINE

The Plan Office must receive your completed benefit application and any required documents by the 15th of the month prior to your intended Effective Date. Payment will be made on or about the first of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

Working and Earning After Retirement

Post-Retirement Earnings

If you have post-retirement Earnings, including residuals, those Earnings will be used to calculate whether an additional retirement benefit is payable.

Amount of Additional Benefit

The amount of your additional benefit is calculated based on your Earnings and total Credited Service Months during the calendar year in which you earned the post-retirement Earnings.

The Career Average Earnings Formula (see the *Career Average Earnings Formula* section that begins on page 16) is used to calculate the amount of your additional benefit. If your Earnings for the year are less than the minimum amount to earn one Credited Service Month, there will be no additional benefit.

Any additional benefit is added to the amount that you were receiving prior to your post-retirement Earnings.

Your total pension amount, including your initial benefit and any post-retirement benefits, is subject to the maximum monthly pension amount.

If the maximum monthly pension amount is increased, any post-retirement benefit earned after the increase can be added to your pre-increase benefit amount for a total benefit up to the new maximum monthly pension amount.

Your additional benefit will be paid through the same payment option elected at your initial retirement; provided, however, that no lump sum payment option is available. If you elected a lump sum payment option at retirement, your additional benefit will be paid under the Single Life Annuity payment option.

If you elected an early retirement and your benefit was never suspended, you will be allowed to choose a new optional form of benefit. In those cases, the Plan Office will send you an election form to complete and return.

When Payment is Made

Benefit increases for post-retirement Earnings are effective each January 1 if you Retired at age 65 or older. However, because of the timing of contribution payments to the Pension Plan and to ensure that the Plan has received all of your reported Earnings for the year, the calculation and payment of benefit increases is usually not made until the middle of the following year. The amounts paid are retroactive to the applicable Effective Date.

For example, if you were due a monthly increase of \$30 beginning in January 2020, but the benefit was not paid until June 2020, you would receive a payment (in addition to your regular monthly pension check) of \$150 in June 2020 (\$30 x 5 months).

If you are under age 65 and receiving pension benefits and earn additional benefits from post-retirement Earnings, your benefit increases will not be effective until the first of the month following the attainment of age 65. At that time, the Plan will calculate any post-retirement benefits accrued between your retirement date and your 65th birthday.

Post-retirement benefits are also subject to Suspension of Benefits rules (see the *When Your Benefits May Be Suspended* section that begins below).

When Your Benefits May Be Suspended

If you are employed in Suspendible Service, your monthly pension may be suspended. Suspendible Service is employment in the same industry, in the same trade or craft worked under Covered Employment, and in the same geographic area covered by the Plan.

For this purpose:

- The “same industry” means an industry or business activity covered by a DGA Collective Bargaining Agreement.
- The “same trade or craft” means an occupation in which you were 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).

For example, if you worked as a 1st Assistant Director at all times prior to your retirement from the Basic Plan, any work as a 1st Assistant Director after retirement would be considered Suspendible Service. However, work as a Director after retirement would not be considered Suspendible Service.

Residual payments are not considered Suspendible Service.

Suspendible Service Before Required Beginning Date

Prior to your Required Beginning Date, if you perform seven days or fewer of Suspendible Service in a calendar month, you will continue to receive your monthly Basic Plan benefit.

If you perform eight or more days of Suspendible Service in a calendar month, your Basic Plan benefit

will be suspended for that month. However, once you reach age 65, the Plan Office will review your post-retirement Earnings, including Suspendible Service, to determine if you qualify to receive additional pension benefits. See the *Post-Retirement Earnings* section that begins on page 23.

Suspendible Service After Required Beginning Date

Beginning on your Required Beginning Date, you may be employed in any capacity, regardless of the number of days worked, and will not be subject to suspension of benefits.

Obligation to Notify the Plan Office of Suspendible Service

If you are receiving a monthly Basic Plan benefit, you must notify the Plan Office upon commencing employment that is considered Suspendible Service. The Employment Recap Form is available on the Plans’ website, www.dgaplans.org. You must notify the Plan Office in writing within 21 days following the commencement of such employment. It will be presumed that all such service was in excess of seven days for a month, unless contrary evidence is provided.

If you fail to notify the Plan Office and it is determined that your benefits should have been suspended, the Basic Plan may deduct the amount of the overpayment from your future monthly payments until such overpayment is fully recovered. If you have attained age 65, the amount of such offset shall be limited to 100% of the initial payment and 25% of the monthly pension benefit amount thereafter, until all overpayments are fully recovered.

If your benefits have been suspended, you have the right to appeal to the Plans’ Board of Trustees. For more information on appeals, refer to the *Appeals* section beginning on page 46.

If you are unsure whether a job will cause a suspension of benefits, please:

- call the Plan Office at **(877) 866-2200, Ext. 404**; or
- fill out the Employment Recap Form available at **www.dgaplans.org** and return it the Plan Office.

You will be advised if the job will cause a suspension of benefits based on the information that you provide.

Pension Payments Following Suspension of Benefits

Once you have stopped performing Suspendible Service, you should promptly notify the Plan Office. Pension benefits will be payable in the month after the last month for which benefits were suspended.

For example, if your benefit is suspended in July and August 2020 because you performed eight days or more of Suspendible Service in July and August 2020, your pension benefit will resume effective September 2020.

Pension payments that were made but should have been suspended will be recovered either by offset against future pension payments or by any means allowed by law.

Survivor Benefits

Certain benefits may be payable to your Spouse, Contingent Annuitant or designated Beneficiary when you die.

Survivor benefits are determined based on the following criteria:

- Whether death occurs pre- or post-retirement;
- Marital status;
- Vesting status; and
- The pension benefit elected.

Please refer to the *Applying for Survivor Benefits* section that begins on page 40 for details on applying for survivor benefits.

In all cases, if the lump sum value of a survivor benefit is \$5,000 or less, the survivor benefit will be paid as a lump sum.

Pre-Retirement Survivor Benefits

If you die before you have Retired, certain benefits may be payable to your Spouse, Contingent Annuitant or designated Beneficiary. These benefits are called pre-retirement survivor benefits and based on your accrued benefits prior to death.

For Unmarried Participants

If you die prior to retirement, your designated Beneficiary will receive 120 monthly survivor benefit payments, if:

- you were not married; and
- you were ten-year vested.

For Participants Married for Fewer than 12 Months

If you were married for fewer than 12 months and die prior to retirement, and you were ten-year vested, your surviving Spouse will receive 120 monthly survivor benefit payments. No survivor benefits are payable if you have been married for less than 12 months and were not ten-year vested.

Only when a spousal waiver was submitted to the Plan prior to your death will someone other than your surviving Spouse receive survivor benefits.

The amount of the monthly survivor benefit payable to the designated Beneficiary will be equal to the amount that would have been payable to you if you had Retired on the day before your death and had elected the Ten-Year Certain & Life Annuity payment option.

If you were younger than age 55 at the time of your death, the benefit will be calculated as if you had attained age 55 on the day before your death. Age 55 will be used for the early retirement reduction and the Ten-Year Certain & Life Annuity payment option reduction factor.

If the designated primary Beneficiary dies prior to receiving the equivalent of payments due under the Ten-Year Certain & Life Annuity payment option, the remainder of payments will be paid to the designated secondary Beneficiary. If no secondary Beneficiary was designated, the remainder of payments will be paid in accordance with the succession listed in the *Designate a Beneficiary* section beginning on page 3.

For Participants Married for 12 or More Months

If you were legally married for 12 or more months and die prior to retirement, your surviving Spouse will receive a monthly pension benefit for his/her lifetime, (see the Ten-Year Vesting and Anniversary Vesting and Five-Year Vesting subsections below).

Only when a spousal waiver was submitted to the Plan Office prior to your death will someone other than your surviving Spouse receive survivor benefits.

Ten-Year Vesting and Anniversary Vesting

If you were vested under either the Ten-Year Vesting rules or the Anniversary Vesting rules, the monthly benefit payable to your surviving Spouse is equal to 50% of the amount payable to you as if you had Retired and elected the Participant-and-Partner payment option (see the *Participant-and-Partner Pension* section beginning on page 19) on the day before your death.

If you were younger than age 55 at the time of death, the early retirement reduction will be calculated as if you had attained age 55 on the day before your death.

The survivor benefit will begin on the first of the month after your death, unless your surviving Spouse elects to defer payments until you would have reached age 65.

If you are Ten-Year Vested and have filed a spousal waiver with the Plan, the designated Beneficiary will receive 120 monthly survivor benefit payments.

Five-Year Vesting

If you are vested solely under the Five-Year Vesting rules, the monthly benefit payable to your surviving Spouse is equal to 50% of the amount payable to you as if you had Retired and elected the Participant-and-Partner payment option (see *Participant-and-Partner Pension* section beginning on page 19). For your surviving Spouse, the benefit will be effective as of the later of:

- the date you died; or
- the date you would have attained age 65.

Post-Retirement Survivor Benefits

Post-retirement survivor benefits are based on the retirement option you elected.

Single Life Annuity & Immediate Lump Sum

If a Single Life Annuity payment option or an Immediate Lump Sum payment option was chosen, no survivor benefits are payable.

Participant-and-Partner or Joint & Survivor Annuity

Upon being notified of your death, the Plan Office will require a certified copy of the death certificate. The survivor benefit to the surviving Spouse or Contingent Annuitant will be payable on the first of the month following your death.

Ten-Year Certain & Life Annuity

Upon being notified of your death, the Plan Office will require a certified copy of the death certificate. The Plan Office will determine if any benefits are payable.

Deferred Lump Sum

Upon being notified of your death, the Plan Office will require a certified copy of the death certificate. The Plan Office will determine if any additional benefits are payable.

THE SUPPLEMENTAL PLAN

The Directors Guild of America - Producer Pension Plans Supplemental Benefit Plan (the “Supplemental Plan”) is a type of defined contribution plan called a money purchase pension plan to which both you and Employers contribute. Supplemental Plan contributions are made on your behalf and are allocated to an Individual Account. The amounts in your Individual Account are only payable in accordance with Supplemental Plan provisions.

The amounts in your Individual Account are invested by the Supplemental Plan’s professional investment managers. The investment managers are overseen by the Finance Committee of the Board of Trustees and its investment consultant. Your share in investment gains and losses on a pro-rated basis is fully described below.

At retirement, you are entitled to receive the accumulated amount in your Individual Account.

The Supplemental Plan offers various payment options providing both flexibility and access, while allowing you to keep funds invested until needed. In addition, you can roll over funds from other Qualified Retirement Plans into the Supplemental Plan, including a lump sum payment from the Basic Plan.

Distributions from the Supplemental Plan can be made upon retirement eligibility:

- As partial withdrawals, either on an ad hoc basis or through regular recurring distributions;
- As a lump sum; or
- To purchase a monthly annuity.

In general, retirement benefits are payable at the earlier of:

- Age 60;

- Date of disability (as defined by the Plan); or
- Date of death.

Loans and hardship withdrawals are not permitted.

How Your Individual Account Is Funded

The assets of your Individual Account are comprised of:

- Employer contributions;
- Contributions made by you;
- Incoming Rollovers made by you; and
- Investment gains or losses on such contributions and rollovers.

The contributions made by you and your Employers, and the specific income on those contributions, make up your specific Individual Account.

Generally, contributions are credited when received and income is credited on a monthly basis. Rollovers are credited the month received with income on rollovers credited the following month.

Contributions to your Individual Account may be limited based on ceilings in the various Collective Bargaining Agreements and under several sections of the Code. For further information, refer to the *Limitations* section beginning on page 43 and the DGA Collective Bargaining Agreements under which you are working.

Employer Portion of Your Individual Account

Contributions are made by your Employers on your Covered Earnings and allocated between the Basic and Supplemental Plans.

Each calendar year, the amount contributed from all Employers on your behalf to the Supplemental Plan equals:

- 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and
- 7.0% of Covered Earnings over \$150,000

Effective July 1, 2019, for Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements, the amounts contributed on a Participant's behalf to the Supplemental Plan will equal:

- The remaining Employer Contributions required for such Participant on reportable Earnings above \$20,000 and up to \$150,000, after first allocating Covered Earnings to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; and
- 100% of Employer Contributions on Covered Earnings over \$150,000.

Notwithstanding the foregoing, any Employers with a Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Supplemental Plan at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.

Employer Contributions and the related investment earnings are made on a pre-tax basis. Under current law, these amounts are only taxable when paid to you, or your Beneficiary or Contingent Annuitant.

Employee Portion of Your Individual Account

You contribute 2.5% of your Covered Earnings to your Individual Account. These contributions are made on an after-tax basis and are not taxable when paid to you, or your Beneficiary or Contingent Annuitant, under current law.

Investment earnings related to the employee portion of your Individual Account are made on a pre-tax basis and, under current law, are taxable when paid to you, or your Beneficiary or Contingent Annuitant.

Rollovers into the Supplemental Plan

The Supplemental Plan accepts contributions from other Qualified Retirement Plans. These contributions are called "Rollovers". If you are eligible to receive a lump sum benefit from the Basic Plan, you can move those monies directly into your Supplemental Plan account, rather than move the funds to an outside financial institution.

Rollovers into the Supplemental Plan will be invested with all other Supplemental Plan assets by the Supplemental Plan's professional investment managers and will be overseen by the Finance Committee of the Board of Trustees. As such, you will not be charged any fees for the investment of your Rollovers, but will not be able to self-direct your investment.

Amounts rolled over into the Supplemental Plan are eligible for Partial Distributions (see the *Partial Distributions* section beginning on page 32).

INDIVIDUALS ELIGIBLE FOR ROLLOVER

The ability to roll over monies into the Supplemental Plan is limited to you (and your surviving Spouse, provided you have not taken a Withdrawal Prior to Vesting).

The Supplemental Plan will not accept Rollovers on behalf of surviving alternate payees and non-Spouse Beneficiaries.

ELIGIBLE ACCOUNTS

Rollovers are accepted from:

- IRAs;
- 401(k) plans;
- 403(b) plans;

- 457 plans; and
- Any qualified plans described in IRS Code Section 401(a).

Rollovers are not accepted from Roth IRAs and Roth 401(k) plans.

When an application for a Rollover is received, the Plan Office will require documentation that demonstrates the funds are coming from a Qualified Retirement Plan. However, you and your surviving Spouse will be ultimately responsible for ensuring that the monies being transferred into the Supplemental Plan account are eligible for rollover.

Any tax penalties will be the responsibility of you or your surviving Spouse rolling over monies into the Supplemental Plan account.

ROLLOVER LIMITS

There are no limits (either minimum or maximum) on the amount that can be rolled into the Supplemental Plan. All incoming Rollovers will be fully vested at all times.

INCOME OR LOSS ON ROLLED OVER AMOUNTS

Rollovers into the Supplemental Plan will begin earning investment income or loss the month following the month in which the Plan Office determines that the Rollover is an eligible rollover contribution (*e.g.*, if the rollover is determined to be eligible in January, the rollover monies will begin earning investment returns starting on February 1). If the Plan Office is unable to determine that the Rollover is eligible within 30 days of receipt, the payment will be returned.

DISTRIBUTION RULES AND LIMITATIONS

Any Rollovers in a Supplemental Plan account will be subject to the same distribution rules as all other monies in the account. This includes the eligibility age for distributions, disability rules and early distribution limitations.

Once a Rollover is accepted from you, the monies will not be eligible for payment until you attain the eligibility requirements for the portion of your Supplemental Plan account attributable to Employee and Employer Contributions.

For example, the rollover funds in the Individual Account of a 40-year old vested Participant will not be eligible for distribution until the Participant attains age 60, is disabled, or dies. Once a rollover is accepted from a surviving Spouse, he or she must meet the same distribution rules for the surviving Spouse's rollover balance. For example, the funds in the Individual Account of a 50-year old surviving Spouse's Individual Account will not be eligible for distribution until the surviving Spouse attains age 60, is disabled or dies. However, the surviving Spouse can take a distribution of the balance of your account, including your rollover funds, prior to age 60.

Rollovers will also be subject to the Supplemental Plan's Required Beginning Date and Required Minimum Distribution rules. Rollovers submitted by an unvested Participant will be fully paid out along with any Withdrawal Prior to Vesting.

Investment Gains and Losses

The total amount in your Individual Account is pooled and invested with all of the other Individual Accounts.

Contributions credited to your account by the last business day of the month begin sharing in the investment gains or losses of the Plan for that valuation month.

On the monthly Valuation Date (the last day of each calendar month), each Individual Account is credited with a portion of the overall net investment income or loss, net of Plan expenses. The amount credited to your account is based on the ratio of your Individual Account on the Valuation Date to the aggregate value of all Individual Accounts on the Valuation Date.

The Supplemental Plan's assets are invested by various professional asset managers selected by the Finance Committee of the Board of Trustees with advice from the investment consultant.

The Finance Committee of the Board of Trustees, with assistance from its professional advisors, closely monitors the performance of the various managers and their portfolios.

Participating and Vesting

Participating

You become a Participant in the Supplemental Plan on the date on which the Plan receives your initial Supplemental Plan contribution.

Vesting

You are always fully vested in the portion of your Individual Account that is related to Employee Contributions and Rollovers.

You are fully vested in the portion of your Individual Account that is related to Employer Contributions on the earliest of the date you:

- Earn 36 Credited Service Months in the Basic Plan;
- Turn age 60;
- Become entitled to Disability Benefits from the Social Security Administration;
- Die; or
- Earn three Plan Credit Years.

You will eventually become vested in the Employer contribution portion of your Individual Account unless you withdraw prior to vesting (see the *Withdrawal Prior to Vesting* section beginning on page 34 for more information).

The Multi-Year Rule for Directors of Theatrical Motion Pictures

When a director meets the criteria for the Multi-Year Rule, it affects the director's contribution limits in the Supplemental Plan. For a detailed description of the Multi-Year Rule, please refer to the *Multi-Year Rule for Directors of Theatrical Motion Pictures* section beginning on page 8.

Once it has been determined that a director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 7.0% of the first \$50,000 in Earnings will be allocated to the Supplemental Plan on behalf of the director in the second year of employment, under the applicable Collective Bargaining Agreements. Employee contributions equal to 2.5% of this amount are required.

Employment that falls under the Multi-Year Rule should be designated as such on the director's deal memo.

Special Supplemental Plan Rules for Participants in the Uniformed Services

If you were a Participant within one year before serving in the Uniformed Services, and you perform work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, you will be credited with up to five years of Earnings for the period in which you served in the Uniformed Services. Accrual of Earnings is determined based on your Earnings during the 12-month period immediately preceding the period of Uniformed Service. For purposes of this calculation, any Earnings during Uniformed Service from residuals or re-use fees will not be used in this calculation unless that amount exceeded the amount of compensation calculated on the pre-12-month period.

You may make up your Employee contributions upon returning to DGA-covered work, and have up to three times the period of Uniformed Service to

make up the amount, not to exceed five years. You are not entitled to investment gains or losses that accrued during the period or periods of Uniformed Service.

For assistance in determining whether service provided is considered Uniformed Services under the Pension Plan, please contact the Plan Office.

If you die while serving in the Uniformed Services on or after January 1, 2007, you shall receive the same vesting and survivorship rights as you would have received if you had resumed employment with an Employer the day before your death.

Pension Types and Amounts

The Supplemental Plan provides two types of benefits:

- A Normal Pension; and
- A Disability Pension.

Unlike the Basic Plan, your Supplemental Plan benefit will not be suspended even if you perform work under a DGA Collective Bargaining Agreement after you begin receiving Supplemental Plan benefits. You are not required to cease Covered Employment to receive a benefit.

Normal Pension

To be eligible for a Normal Pension from the Supplemental Plan, you must be at least age 60.

Upon reaching age 60 or becoming eligible for a Disability Pension, you may elect to have your Individual Account paid in the following forms, as applicable:

- Partial Distribution;
- Lump sum payment;
- Annuity (purchased from an outside annuity provider); or
- Combination of the lump sum and annuity.

Your benefit payments must commence no later than your Required Beginning Date. If you do not apply for benefits before your Required Beginning Date, the Plan is required to commence benefits payable in the form of a Required Minimum Distribution. If you begin receiving Required Minimum Distributions, you are still eligible to retire at a later date and elect an optional form of payment.

Disability Pension

Your Individual Account will be payable to you prior to age 60 after providing the Plan Office with proof that you are totally disabled. To be deemed totally disabled, you must provide written evidence that you are entitled to a disability benefit from the Social Security Administration Retirement, Survivors and Disability Insurance.

Your Individual Account may be paid in the following forms:

- Partial Distribution;
- Lump sum payment;
- Annuity (purchased from an outside annuity provider); or
- Combination of the lump sum and annuity.

Amount of Benefit

The value of your Individual Account payable on the Effective Date of your retirement is the amount of your Individual Account as of the most recent monthly Valuation Date of the Plan.

When you apply for benefits from the Supplemental Plan, you will be provided with a schedule of the estimated value of all of your payment options (based on your requested retirement date and your account balance at the time the application is prepared). Upon receipt of your completed application, your benefit will be recalculated with up-to-date information (*i.e.*, your updated account balance as of the Valuation Date prior to your actual

retirement date). If you elect an annuity option, that option will be recalculated using the updated rate.

Choosing a Payment Option and Applying for Benefits

Payment Options

Individual Accounts Valued at \$5,000 or Less

If the value of your Individual Account is \$5,000 or less, it will be paid as a lump sum.

Individual Accounts Valued at More Than \$5,000

If the value of your Individual Account is more than \$5,000 and you are eligible for a Normal Pension or Disability Pension, you may elect to receive your Supplemental Plan benefit as a:

- Series of Partial Distributions;
- Lump sum; or
- Annuity (purchased from an outside annuity provider).

Optional Forms of Payment

The Supplemental Plan offers the following optional forms of payment:

- Partial Distributions;
- Joint & Survivor Annuity options (100%, 75% and 50%);
- Ten-Year Certain & Life Annuity;
- Lump Sum; and
- Lump Sum/Annuity Combination.

The Joint & Survivor Annuity payment options, similar to the Participant-and-Partner Pension payment option in the Basic Plan, feature a corresponding adjustment in the pension amount, depending on the Contingent Annuitant's age, as they involve payment of benefits over the lifetimes of two payees.

The Contingent Annuitant may not be changed after the Effective Date of the pension featuring a Joint & Survivor Annuity payment option.

If any of your Supplemental Plan benefit is paid as a monthly annuity, the Plan will use that portion of your account to purchase an annuity from an insurance company. From that time forward, all of those benefits are the responsibility of the insurance company.

PARTIAL DISTRIBUTIONS

Partial Distributions provide the greatest amount of flexibility to the Supplemental Plan account benefits. A Partial Distribution retirement benefit is available if you:

- Are vested in the Supplemental Plan;
- Are eligible to retire from the Supplemental Plan; and
- Have an account balance of more than \$5,000.

If you select the Partial Distribution option, you have several payment options:

- A minimum distribution of \$5,000, with no more than one payment per calendar quarter;
- A monthly election of a set amount (minimum of \$2,000). This election may be changed once per calendar year;
- A quarterly election (minimum of \$5,000) payable on January 15, April 15, July 15, and October 15. This election may be changed once per calendar quarter; and
- A semi-annual election (minimum of \$5,000), with no more than one payment per calendar quarter payable on the 15th of a month (*i.e.*, one payment in March and another in November). This election may be changed once every six months.

Payments under the Partial Distribution option will be prorated across the taxable balance(s) in

your account (including Employer Contributions, incoming pre-tax rollovers, and all income) and the non-taxable balance(s) in your account (including Employee Contributions and incoming post-tax rollovers). You cannot elect a Partial Distribution of only the non-taxable monies in your account.

If you elect a Partial Distribution option and you have reached your Required Beginning Date, the amount of your Partial Distribution must be equal to or greater than the Required Minimum Distribution.

LUMP SUM

You may elect to receive your Supplemental Plan benefit in the form of a lump sum payment. The lump sum payment will be equal to the amount in your Individual Account as of the most recent Valuation Date.

LUMP SUM/ANNUITY COMBINATION

You or a surviving Spouse entitled to a distribution may elect to receive a percentage of your Individual Account as an annuity (subject to the minimum amount required to purchase an annuity under the group annuity contract then in effect). The balance of your Individual Account remaining after a distribution is known as your “Partial Share” and it may be distributed under any optional form of payment otherwise available to you. Notwithstanding the foregoing, if you have reached your Required Beginning Date, the amount of the distribution must be greater than or equal to any applicable Required Minimum Distribution.

If you or a surviving Spouse elects to apply a percentage of your Individual Account toward the purchase of an annuity and receive a lump sum distribution of the balance, the distributions will be prorated across the taxable balance(s) (including Employer Contributions, incoming pre-tax rollovers, and all income) and the non-taxable balance(s) (including Employee Contributions and incoming post-tax rollovers). For example, you cannot elect a lump sum payment or annuity purchase payment

of only the non-taxable monies in your Individual Account.

MONTHLY ANNUITIES

If you are purchasing an annuity directly through the Supplemental Plan, you have the following options:

- Single Life Annuity;
- Participant & Partner Annuity;
- 100% Joint & Survivor Annuity;
- 75% Joint & Survivor Annuity;
- 50% Joint & Survivor Annuity; or
- Ten-Year Certain & Life Annuity.

The amounts payable for annuities are actuarially determined by the insurance company based on:

- The amount in your Individual Account;
- Your age;
- The age of any designated Contingent Annuitant; and
- The prevailing interest rates as determined by the insurance company.

ANNUITY OPTIONS WITH CASH REFUND

This payment option is a variation of the Single Life Annuity payment option or the Joint & Survivor Annuity payment options.

With the cash refund option, the amount used to purchase the annuity, less the total amount of monthly payments received, is paid in a lump sum to your designated Beneficiary.

For example, if you purchased a Single Life Annuity for \$100,000, then received a total of \$95,000 in monthly payments prior to death, a cash refund of \$5,000 would be paid to your Beneficiary.

In the case of a Single Life Annuity payment option with a cash refund, the cash refund of the remaining

installment payments would be paid upon your death.

In the case of a Joint & Survivor Annuity payment option with a cash refund, the cash refund of any remaining installment payments would be paid after both you and the Contingent Annuitant die. If the Contingent Annuitant dies before you, the cash refund feature would be in effect at your death.

The Beneficiary designation filed with the insurance company will determine who receives the cash refund.

Withdrawal Prior to Vesting

Only non-vested Participants may withdraw funds from the Supplemental Plan prior to age 60.

If you are not vested in accordance with the vesting criteria in the *Vesting* section beginning on page 30, you may withdraw your Employer Contributions and the related Earnings.

To be eligible for a withdrawal benefit, you must have withdrawn from Suspendible Service (as defined under the Basic Plan in the *When Your Benefits May Be Suspended* section beginning on page 24) for at least six months immediately preceding the date of payment of a withdrawal benefit.

If you take a withdrawal benefit, the value of your Individual Account related to Employer Contributions will be forfeited and will be used to offset the expenses of the Plan.

If, after taking a withdrawal benefit, you subsequently return to Covered Employment, you can restore the forfeited amounts by repaying the entire withdrawal benefit within the earlier of:

- Five years from the date of return to Covered Employment; or
- The end of five consecutive Break in Service Years commencing after the Withdrawal.

You can restore the forfeited contributions and income that were in your Individual Account before they were withdrawn. However, you are not entitled to any Earnings that your Individual Account would have earned in the period between the withdrawal and reinstatement.

When you withdraw from the Supplemental Plan prior to being vested, you lose all Employer Contributions and related investment earnings in your account. In addition, the Earnings in the employee portion of your Individual Account are taxable and you may be subject to an additional tax penalty.

When and How to Apply for Benefits

Required Minimum Distribution

When you reach your Required Beginning Date, you are required by law to begin receiving benefits from the Supplemental Pension Plan. Each year after your Required Beginning Date, you are required to take a Required Minimum Distribution from your Supplemental Plan account.

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury Regulations issued thereunder. The amount of the minimum distribution does not take into account any distributions you have received from any other retirement plan or your individual retirement account.

Participants required to take a Required Minimum Distribution will be contacted by the Pension Plan's office to ensure that they are receiving the legally mandated minimum distribution.

The Required Minimum Distribution applies in the following instances:

- If you do not apply for benefits before your Required Beginning Date (see page 1), the Plan is required to commence benefits payable in the form of a Required Minimum Distribution.

- If you begin receiving the Required Minimum Distribution, you are still eligible to retire at a later date and elect an optional form of payment.
- If you elect a Partial Distribution option and you have reached your Required Beginning Date, the total amount of your Partial Distributions in a given year must be greater than or equal to the Required Minimum Distribution.
- Post-retirement contributions received after your Required Beginning Date must be distributed in an amount that is equal to or greater than the Required Minimum Distribution.
- Rollovers are also subject to the Required Minimum Distribution rules.

Applying for Supplemental Plan Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to commence your benefits from both Plans at the same time or at different times.

The first step in the process for receiving benefits from either Pension Plan is to request a benefit application from the Plan Office.

Your request for a benefit application must be made in writing and must be submitted at least 60 days prior to your intended Effective Date.

For a detailed description of the application process and the information required to complete a benefits application, refer to the *Applying for Benefits* section in *General Provisions*, beginning on page 39.

SUPPLEMENTAL PLAN APPLICATION DEADLINE

The Plan Office must receive your completed benefit application and any required documents by the last business day of the month prior to your intended Effective Date. Payment will be made on or about the 15th of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

Working and Earning After Retirement

Contributions Received After Retirement

If contributions are received on your behalf after the Valuation Date of your original distribution, they will be available at your subsequent distribution date upon written request.

A Supplemental Plan Additional Distribution Request Form is available on the Plan's website, www.dgaplans.org. Each distribution will be made up of the contributions plus investment income through the new Valuation Date. If you are married, your Spouse must provide consent for each distribution, unless the distribution is in the form of a Joint & Survivor Annuity.

Unless you elect a Partial Distribution, only one distribution of your entire post-retirement balance is allowed from the Supplemental Plan per calendar year. Post-retirement contributions are subject to the Required Minimum Distribution rules detailed in the *Required Minimum Distribution* section on the previous page. Post-retirement contributions for you after your Required Beginning Date must be distributed to you in an amount that is equal to or greater than the Required Minimum Distribution.

Contributions received after your death are distributable to the designated Beneficiary upon written request once per calendar year. Surviving Spouses may also qualify for a partial distribution subject to the partial distribution payment schedule.

When Your Benefits May Be Suspended

Unlike the Basic Plan, your Supplemental Plan benefit will not be suspended even if you perform work under a DGA Collective Bargaining Agreement after you begin receiving Supplemental Plan

benefits. You are not required to cease Covered Employment to receive a benefit.

Survivor Benefits

Certain benefits may be payable to your Spouse or designated Beneficiary when you die. In all cases, if the lump sum value of a survivor benefit is \$5,000 or less, the survivor benefit will be paid as a lump sum.

Survivor benefits are determined based on the following criteria:

- Whether death occurs pre- or post-retirement;
- Marital status;
- Vesting status; and
- The pension benefit elected.

Contributions received after your death are distributable to the designated Beneficiary upon written request once per calendar year. A Beneficiary who is a surviving Spouse may elect to receive this amount in any optional form of payment otherwise available to you.

Refer to the *Applying for Survivor Benefits* section beginning on page 40 for details on applying for survivor benefits.

Pre-Retirement Survivor Benefits

Pre-retirement survivor benefits are based on your marital and vesting status.

In all cases, if the amount in your Individual Account is \$5,000 or less, the survivor benefit will be paid as a lump sum.

For Unmarried Participants

If you die prior to retirement, your designated Beneficiary will receive a lump sum benefit equal to the amount of your Individual Account on the most recent Valuation Date.

For Participants Married for Fewer than 12 Months

If you die prior to retirement, your designated Beneficiary will receive a lump sum benefit equal to the amount of your Individual Account on the most recent Valuation Date.

For Participants Who are Married for 12 or More Months

When you are married for 12 or more months and die prior to retirement, the amount in your Individual Account on the Valuation Date is paid to your surviving Spouse. Your surviving Spouse may elect to receive this amount in any optional form of payment otherwise available to you.

For the purpose of obtaining pre-retirement survivor benefits, your surviving Spouse must provide evidence that is satisfactory to the Plan that he or she was your lawful Spouse for at least 12 consecutive months prior to your death.

You and your Spouse may, before your death, direct that the survivor benefit be paid to a Beneficiary other than the Spouse. If payment is made to a Beneficiary other than the Spouse, the Beneficiary will receive a lump sum benefit equal to the amount of the Individual Account on the most recent Valuation Date.

If no Beneficiary is designated, or if all designated Beneficiaries die before you, or the designated Beneficiary survives you but dies prior to receipt of any benefits, the amount in your Individual Account will be distributed in accordance with the succession listed in the *Designate a Beneficiary* section beginning on page 3.

Post-Retirement Survivor Benefits

Post-retirement survivor benefits are based on the retirement option you elected.

If you elected a retirement option featuring a Contingent Annuitant, upon your death, the Contingent Annuitant must notify the insurance company that is providing the annuity benefit of

your death and provide a certified copy of the death certificate. Depending on the annuity benefit purchased, a survivor benefit may or may not be available. Please contact the insurance company for more information.

Joint & Survivor Annuity

The benefit is payable for the lifetime of the Contingent Annuitant named at retirement, commencing the first of the month following the month of your death.

Ten-Year Certain & Life Annuity

If fewer than 120 payments were made to you prior to your death, the remaining monthly payments will be paid to your designated Beneficiaries.

Single Life Annuity

If a Single Life Annuity payment option was elected, no survivor benefits are payable.

Lump Sum

If you elected a full distribution at retirement, it is likely no survivor benefits are payable. However, your Beneficiary should notify the Plan Office of your death. There may be a survivor benefit if there is any remaining account balance due to post-retirement contributions.

A Spouse may elect to take Partial Distributions from the amount remaining in your account, if any. The Spouse may also elect to withdraw the entire amount. If the Beneficiary is not a Spouse, the balance in your account will be paid as a lump sum.

Partial Distributions

If you elected a Partial Distribution at retirement, your Beneficiary(ies) are entitled to the remaining balance in your Individual Account. If the Beneficiary is your Spouse, he or she may elect to receive the remaining account balance as a Partial Distribution. Non-Spouse Beneficiaries will receive a lump sum distribution.

Beneficiaries that are due a Required Minimum Distribution must take a distribution in an amount greater than or equal to the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury Regulations issued thereunder. If no election is made, the Plan is required to commence benefits payable in the form of a Required Minimum Distribution.

Combination Annuity/Cash Refund

Upon notification of death, the insurance company will determine if there is any cash refund due.

GENERAL PROVISIONS

Applying for Benefits

Applying for Retirement Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to commence your benefits from both Plans at the same time or at different times.

The first step in the process for receiving benefits from either Pension Plan is to request a benefit application from the Plan Office.

Your request for a benefit application must be made in writing and must be submitted at least 60 days prior to your intended Effective Date.

For your convenience, a Benefit Application Request Form is available on www.dgaplans.org. Alternatively, you may submit your own written request to the Plan Office. All requests for a benefit application must include the following:

- Your name;
- The last 4 digits of your Social Security number or the Pension Plan ID number (located on your Pension Plan Annual Statement);
- The date on which you would like your benefits to commence (the date must be the first day of a month);
- The Pension Plan(s) from which you wish to retire (Basic, Supplemental or both);
- The name of your Spouse or intended Contingent Annuitant;
- The date of birth of your Spouse or intended Contingent Annuitant; and
- If you are applying for a Disability Pension.

Completing Your Pension Application

After the Plan Office receives your request for a benefit application, the Plan Office will send you a retirement package. The retirement package includes several forms that must be completed and notarized before benefits are paid.

You must also provide various documents in order to complete the application process, including:

- Proof of your birth date (the Plan Office accepts various forms of proof, including passports and birth certificates);
- Proof of birth date for your Spouse or designated Contingent Annuitant;
- Proof of marriage;
- Proof of divorce;
- Information regarding any other retirement plans in which you participate;
- If you are applying for a Disability Pension, the Notice of Award from the Social Security Administration stating that you are entitled to a disability benefit in connection with the Social Security Administration Retirement, Survivors and Disability Insurance; and
- Financial institution information (for direct deposit of monthly benefits, wire transfers, rollover into an IRA, etc.).

Failure to provide complete information, or providing false information, may lead to denial or suspension of your benefits.

Application Deadlines

BASIC PLAN APPLICATION

The Plan Office must receive your completed benefit application and any required documents by the 15th of the month prior to your intended Effective Date. Payment will be made on or about the first of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

SUPPLEMENTAL PLAN APPLICATION

The Plan Office must receive your completed benefit application and any required documents by the last business day of the month prior to your intended Effective Date. Payment will be made on or about the 15th of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

Pension Effective Date

With the exception of a Disability Pension from the Basic Plan, pension benefits are effective on the first day of the month after the month in which a completed benefit application is filed with the Plan Office, assuming that a completed benefit application was received by the required deadline. A benefit application is not considered complete until the Plan Office has received all required information with the appropriate signatures (several of which must be notarized).

If you have met all the requirements for a Disability Pension, a Disability Pension from the Basic Plan will be effective on the first day of the month following receipt of the completed benefit application (including the Notice of Award from Social Security). Notwithstanding the foregoing, benefits will be effective retroactive to the date of entitlement to Social Security Disability Benefits as set forth in the Notice of Award, if your benefit application and Notice of Award are filed with the Plan Office within

90 days after you receive the Notice of Award. In no event will the Effective Date of the Disability Pension be prior to:

- the Effective Date of the Social Security Disability Benefits; or
- the sixth month of the disability.

The Plan Office must receive the completed benefit application by the required deadline preceding your intended Effective Date. Late applications will not be processed until the following month and will, therefore, cause the Effective Date to be delayed by a month.

Federal law requires that pension payments start no later than the Required Beginning Date. If benefits do not commence by this date, you may be subject to a 50% excise tax. If you do not apply for benefits from the Basic Plan before your Required Beginning Date, the Plan is required to commence benefits payable in the default form for married or non-married Participants. If you do not apply for benefits from the Supplemental Plan before your Required Beginning Date, the Plan is required to commence benefits payable in the form of a Required Minimum Distribution. Different default payment options apply to Beneficiaries under the Supplemental Plan.

Applying for Survivor Benefits

To receive survivor benefits from the Pension Plans, your surviving Spouse or designated Beneficiary must contact the Plan Office and provide a certified copy of your death certificate.

Upon receipt of the certified death certificate, the Plan Office will send forms for your Beneficiary to complete. In the case of five-year vesting for the Basic Plan, survivor benefits are deferred to the date on which you would have turned age 65.

Applying for Benefits Assigned Under a Qualified Domestic Relations Order

A Qualified Domestic Relations Order (QDRO) is a domestic relations order naming the Pension Plans and stipulating that a specified amount or specified percentage of your retirement benefit is payable to an alternate payee (*e.g.*, former Spouse, child, or other dependent).

In general, any court order requiring payment to an ex-Spouse will not be honored unless the order is determined by the Pension Plans to constitute a QDRO, in their sole discretion. In order to be deemed acceptable by the Plan Office, a QDRO must:

- Be filed with the courts;
- Be filed with the Plan Office;
- Comply with the rules of the Pension Plans;
- Comply with the requirements of the Internal Revenue Code; and
- Comply with the requirements of the Employment Retirement Income Security Act of 1974 (ERISA).

To assist you and your attorney(s) in submitting an acceptable QDRO, model QDRO language and a copy of the Pension Plans' QDRO procedures are available from the Plan Office free of charge.

Although the Plan Office strongly encourages use of the model QDRO, benefits will be paid in accordance with the provisions of any accepted QDRO.

Rollover Distributions and Tax Withholding

In general, all distributions, except for Employee Contributions from the Supplemental Plan, are considered taxable income.

Employee contributions are not taxable at the time of distribution because tax was paid on

those amounts prior to being contributed to the Supplemental Plan.

If you or your surviving Spouse elect to receive a lump sum payment from the Basic or Supplemental Plan, you or your surviving Spouse can transfer the lump sum to another Qualified Retirement Plan in a direct rollover. In this case, the lump sum amount will not be considered taxable income. You can also elect to roll over your Basic Plan lump sum distribution into the Supplemental Plan. However, any portion of a lump sum payment from the Basic Plan or Supplemental Plan made to satisfy the Required Minimum Distribution rules is not eligible for rollover.

If you have a non-Spouse Beneficiary who elects to receive a lump sum payment from the Basic or Supplemental Plan, your non-Spouse Beneficiary may transfer the lump sum to an inherited IRA in a direct rollover.

If you do not elect a direct rollover, your rollover eligible taxable distributions will be subject to 20% mandatory federal tax withholding (and 2% California state tax withholding for California residents). For non-rollover eligible Required Minimum Distributions, you may make an election regarding your federal and California state tax withholding. If you fail to make an election, your non-rollover eligible Required Minimum Distributions will be subject to 10% mandatory federal tax withholding (and 1% California state tax withholding for California residents).

If you elect to receive monthly pension payments, you may elect whether or not to have the Plan Office automatically withholds your tax.

More information about rollovers and tax withholding will be available when you submit your benefit application.

Application for Credited Service

If you believe that you have not been properly credited for Earnings or service, you may request a Credited Service Application.

The Plan will not consider work prior to January 1, 1974.

The completed Credited Service Application must be accompanied by specific documentation substantiating that Covered Employment was performed and that compensation was paid for such employment. For more information, please contact the Plan Office.

International Wire Transfers

The Pension Plans' default method of payment for Participants and Beneficiaries living abroad is by check mailed to the last address on file. Participants and Beneficiaries may also request that the Pension Plans effectuate payment via international wire transfer directly into their bank account, provided they agree to pay for any applicable bank fees. Any applicable bank fees shall be deducted from the total benefit payment deposited into the Participant or Beneficiary's bank account. Participants and Beneficiaries may also elect to continue receiving benefit payment checks without any amounts deducted for mailing fees. Please contact the Pension Plans' office to set-up international wire transfers.

Contributions

The Pension Plans are funded by contributions made by both you and your Employers. Under the applicable Collective Bargaining Agreements, when you work in DGA-Covered Employment:

- 7% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and
- 2.5% of your Covered Earnings is contributed directly by you.

Of these contributions, the following portions are applied to the Basic Plan:

- 100% of the Employer Contributions (or 7% of Covered Earnings) on the first \$20,000 in Covered Earnings;
- 4.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000;
- In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets.

The following portions are applied to the Supplemental Plan:

- 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000;
- 100% of the Employer Contributions (or 7% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits);
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:

For the Basic Plan:

- 100% of the Employer Contributions on the first \$20,000 in Covered Earnings;
- The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000;

For the Supplemental Plan:

- The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements;
- 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits);
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.

The \$150,000 Earnings limit mentioned in this section refers to total Covered Earnings received by you from all Employers in a calendar year.

If an Employer fails to make Employer Contributions in connection with reportable Earnings on your behalf and you do not make Employee Contributions on those reportable Earnings, you will not be able to obtain Supplemental Plan benefits attributable to the missing Employer Contributions. Please note that if you do make Employee Contributions on the missing reportable Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.

For further details on reportable compensation, please refer to the applicable DGA Collective Bargaining Agreements.

Limitations

Federal law imposes limits on the Earnings and contributions that can be considered by the Pension Plans and the amount of retirement benefits that can be paid from such Plans.

Code Section 401(a)(17) limits the amount of Earnings on which benefits are based.

Code Section 415 limits the amount of benefits payable from a defined benefit Plan (such as the Basic Plan) and the amount of contributions allocated to a defined contribution Plan (such as the Supplemental Plan).

In order to comply with Code Sections 401(a)(17) and 415, a separate corporation called DGA–Producer Pension and Health Plans, Inc. (“DGA Inc.” or “Inc.”) has been formed to receive contributions before they are remitted to the Basic or Supplemental Plans.

Code Sections 401(a)(17) and 415 are briefly summarized in this section. For more information, you should consult a tax advisor or the administrator of any other pension plans in which you participate.

Section 401(a)(17) Limitations

The IRS limits the amount of Earnings that can be used for determining contributions into or benefits from a pension plan. This limit is referred to as the 401(a)(17) limit.

Specifically, contributions or benefits cannot be based on calendar year Earnings in excess of the 401(a)(17) limit. The 401(a)(17) limit is applicable on a per-Employer basis and is periodically indexed by the IRS for inflation.

The Basic Plan does not accept contributions based on Earnings in excess of \$150,000, which is typically less than the 401(a)(17) limit. As a result, your Basic Plan benefit will not exceed the 401(a)(17) limit.

The Supplemental Plan accepts (and requires) contributions on all Covered Earnings. When Covered Earnings exceed the 401(a)(17) limit, they are separated out and treated as described below.

Employee Contributions

Employee contributions based on Earnings in excess of the 401(a)(17) limit are returned to you on a quarterly basis from Inc.

Employer Contributions

Employer Contributions based on Earnings in excess of the 401(a)(17) limit are held by Inc. until November of each year. At that time, it is expected, but not required, that the Board of Trustees will amend the Supplemental Plan to provide that your Individual Account will be credited with an additional allocation of Employer Contributions.

Subject to Code Section 415 limits (described in the next section), the additional allocation of Employer Contributions expected to be set forth in the amendment each year is generally equal to the amount of contributions received in excess of the 401(a)(17) limit, plus net interest earned while being held by Inc.

If the Board of Trustees does not amend the Supplemental Plan as described in this section, the excess Employer Contributions will be returned to you (net of applicable taxes and expenses) in accordance with the Collective Bargaining Agreements.

This change to the Supplemental Plan was made effective January 1, 1999 and has been approved by the Internal Revenue Service.

Section 415 Limitations

Code Section 415 limits:

- The maximum amount of benefit payable from the Basic Plan each year; and
- The maximum amount of contributions that can be contributed to the Supplemental Plan each year.

These limits are referred to as the 415 limits.

Limitations to the Basic Plan

The annual benefit to a Participant retiring at Normal Retirement Age cannot exceed the applicable 415 limits. These limits are periodically indexed by the IRS.

The 415 limits are lower if retirement is prior to age 62 or if a payment option other than Single Life Annuity or Joint & Survivor (with your legal Spouse as the Contingent Annuitant) is elected. The 415 limits are higher if retirement is subsequent to age 65.

As of January 1, 2020, the maximum age 65 monthly benefit from the Basic Plan is \$5,500, or \$66,000 annually, which is well below the 415 limit.

Limitations to the Supplemental Plan

Contributions made into a defined contribution plan are limited under Code Section 415 in two ways:

- Annual contributions cannot exceed the Code Section 415 contribution limit; and
- Annual contributions cannot exceed 100% of your compensation.

The maximum contribution amount allowable into the Supplemental Plan, including amounts that may be added in the Supplemental Plan amendment (see the previous section, *Section 401(a)(17) Limitations*), is limited by the 415 limits.

Any Employee Contributions in excess of the limits will be returned directly to you.

Please note that limitations are separate for multiemployer plans like the Pension Plans. This means that contributions and benefits relating to the same Employer, but contributed or accrued with another multiemployer plan, do not have to be combined. For example, a benefit from the Pension Plans and a benefit from the Producer-Writers Guild of America Pension Plan are treated separately, even if the accrued benefits are due to employment with the same Employer.

Limitations must be combined for different plans (except for multiemployer plans) sponsored by the same Employer. For example, if you have a loan-out plan, contributions into that plan plus contributions into the Pension Plans cannot exceed the limits. In addition, the law states that the non-multiemployer plan is responsible for cut back benefits or contributions in the event that combining the plans would exceed the limits. An exception to this rule is if the Plan has been terminated, in which case the Pension Plans are responsible to cut back your DGA pension benefits at retirement.

At retirement, the Plan Office sends you a Section 415 questionnaire to complete.

This questionnaire is concerned with your participation in any other qualified defined benefit, money purchase, profit sharing, 401(k) or stock bonus plan sponsored by an Employer which contributes, directly or indirectly, to the Pension Plans. If the “per Employer limitation” violation is discovered at retirement, your non-DGA pension plan must adjust the pension benefit that you are to receive from them. If that plan has been terminated, your benefits under the Pension Plans may be reduced to ensure compliance with the 415 limits. If your outside pension plan is still in existence, even if you took a distribution from that plan, that plan is responsible for correcting any benefits paid to you above the IRS limits.

Other Limitations

Overpayments

If, for any reason, the Pension Plans have made payments to you or any other person on your behalf that exceed the amount that should have been paid, the Trustees may take all actions they determine are legally necessary and appropriate to recover the overpayment. Such actions may include reduction of future payments or requiring the recipient of the overpayment to repay the overpayment. The repayment of overpaid benefits may include any interest or adjustments as deemed appropriate by the Trustees.

If the Trustees determine the overpayment is the result of erroneously reported contributions by an Employer or other Employer action, both you and the Employer may be liable for the overpayment, including interest, audit and attorneys’ fees.

Correction of Underpayments

If any Participant, Pensioner, Beneficiary, Contingent Annuitant or other person (“recipient”) is paid an amount that is less than they should have been paid under the terms of the Plans, the Trustees shall take any such actions as they determine, in their discretion, are necessary or appropriate to correct the underpayment, including payment of the underpayment with an actuarial adjustment. Actuarial equivalence for purposes of correcting an underpayment shall mean 5%.

Non-Alienation

No Participant or Beneficiary shall have the right to assign or transfer any benefits or interest in the Pension Plans.

Pension Plans’ assets are not liable for any debts of the Participant or any Beneficiary. The only exceptions are for QDROs, enforceable IRS levies and certain other exceptions provided by law.

Incapacitated Persons

If the Trustees determine that a person is unable to care for his or her own affairs because of mental or physical incapacity, the payment may be applied in the discretion of the Trustees to such person as the Trustees find to be an object of the natural bounty of such person. Payments to minors will be made to the legal guardian or custodian of the minor.

Limits on Liability

No Participant or other Beneficiary shall have any right, title or interest to any income or principal held by the Plans.

Nothing in the Plan imposes any obligation on the Employers to contribute beyond the obligation as set forth in the Collective Bargaining Agreements.

There is no liability on the Trustees, individually or collectively, or the DGA to provide benefits established by the Plans if the Plans do not have assets to pay for them.

Other Limits

The Plans contain a wide variety of other complex rules and limits to comply with the tax laws and ERISA.

No benefits will be paid in violation of these limits.

Appeals

If your application for benefits is denied, you will be notified within 90 days of that denial, unless special circumstances require an additional 90-day period. The notice will explain why your application was denied and describe your rights to appeal. If your application for benefits is denied and your application requires the Pension Plans to make a determination of disability, you will be notified within 45 days of that denial, unless matters beyond the control of the Plans require an additional 30-day period extension(s). The notice will explain why your application was denied and describe your rights to appeal. If your application involves a disability determination by the Plans, the notice will provide you with additional information, such as a description of the Plans' disability standards and a statement that you are entitled to receive claim related information upon request.

If you still believe the decision of the Plans was incorrect, you may appeal to the committee ("Committee") of the Trustees authorized to hear such appeals. An appeal must be in writing, must state in clear and concise terms the reason or reasons for disagreement with the decision of the Plans, and must be submitted to the Plan Office within 60 days of the denial of the claim. Appeals of decisions on applications that require the Plan to make a determination of disability and appeals for which a Claimant believes that any determination of the Plans, other than a denial of a pension

application, has negatively impacted the Claimant's pension credits or eligibility for benefits (including determinations of Covered Earnings) may file an appeal within 180 days of the notification of the determination of the Plans.

If you do not file an appeal within the 60-day or 180-day periods referenced above, you waive your right to reconsideration of the decision based on the information and evidence submitted prior to such decision. However, if you receive additional information that was not available to you at the time of the denial, you may request reconsideration of your appeal at a later date, but the decision to reconsider your appeal is within the sole discretion of the Plans and the Trustees. If your request for reconsideration is granted, reconsideration does not extend the Limitations Period (as defined below) for filing a claim relating to the denial of benefits or any other rights you may assert under the Plans unless you and the Trustees agree in writing to extend the Limitations Period.

A decision on appeal shall be made no later than the date of the authorized Committee's meeting which follows the receipt of a request for review, unless the request for review is filed fewer than 30 days before the meeting. In that case, the decision shall be made no later than the second meeting of the Committee following the request for review. In some cases, special circumstances may require more time, not to exceed the third meeting following the request for review, within which to study the request for appeal, in which case the person shall be notified of the reasons for the necessity of extending time for reviewing your request for appeal. The applicant shall be advised of the decision in writing. The decision shall include specific reasons, written in a manner calculated to be understood by the applicant, and specific references to the pertinent Plan provisions on which the decision is based. If your application involves a disability determination by the Plan, the notice will provide you, in a culturally and linguistically appropriate manner, with additional information,

such as a description of the Plan's disability standards and more information about limitations on your right to bring a legal action.

The decision of the Plan or the Trustees or the Committee is final and binding. However, under ERISA, a Participant, Pensioner, Beneficiary or other individual ("Claimant") has the right to make a claim and file a lawsuit in state or federal court. You or any other Claimant must first exhaust the Plan's internal appeals process before filing a legal action of any kind or nature, in state or federal court, against the Pension Plans or the Trustees including, without limitation, filing a lawsuit in state or federal court. Any such lawsuit must be filed within the Limitations Period (as defined below). A Claimant who believes that pension or other benefits under the Plans were improperly denied, or who believes that any other determination of the Plan has impacted on the Claimant's pension credits or eligibility for benefits (including determinations of Earned Coverage), must follow the procedures outlined above.

Limitations Period for Filing Claims

Notwithstanding any other provisions of the Plans, no action may be commenced by you, your dependents, or any other Claimant with respect to, or arising out of, any claim for benefits or any other claim of any kind or nature against the Plans or against the Trustees after expiration of the Limitations Period described here. The Limitations Period means that you, your eligible dependents or any other Claimant have one year to take legal action if you believe that the Pension Plans have denied rights or benefits you believe you are entitled to receive. The one year period also applies in cases when an action has been taken that affects your eligibility for, or entitlement to, any benefit under the Pension Plans, such as the failure or refusal to recognize any earnings that you believe are Covered Earnings.

Unless you bring a timely appeal from an action of the Plans as provided above, this one year period starts with the earlier occurrence of any of the following:

1. An event occurs that gives you or any Claimant notice that the Pension Plans:
 - Are not providing you or any Claimant with a benefit;
 - Have denied you or any Claimant a claim or a benefit that you or any Claimant otherwise expected to receive; or
 - Refuse or fail to recognize any earnings that you believe are Covered Earnings; or
2. Circumstances exist such that you or any Claimant should know that the Pension Plans:
 - Are not giving you or any Claimant, or is denying you or any Claimant, a claim or a benefit that you or any Claimant believe you are entitled to receive under the Pension Plans; or
 - Are refusing or failing to recognize any earnings that you believe are Covered Earnings.

If you do bring a timely appeal as provided above, the one year period will begin when the Pension Plans first notify you of the denial of an appeal you or any Claimant have filed with the Pension Plans.

The above rules also apply to any claim on behalf of you, your dependents, or any other Claimant with respect to, or arising out of, any claim for benefits or any other claim of any kind or nature against the Plans or against the Trustees.

After the Limitations Period expires, you and any Claimant no longer have the right to take legal action relating to a claim under the Pension Plans for benefits including, without limitation, filing a lawsuit in state or federal court.

The Limitations Period applies to:

- All actions arising out of, or relating to, a claim for benefits including, but not limited to, an action under Section 502(a)(1)(B) of ERISA;
- All actions under Section 502(a)(3) of ERISA if the claim relates to the provision of benefits or rights under the Pension Plans;
- All actions regarding eligibility for or entitlement to benefits, including recognition of Covered Earnings; and
- All actions relating to or arising, directly or indirectly, under the Pension Plans including, without limitation, legal or equitable claims relating to modification, or loss of eligibility for Pension Plans' benefits, or any other Pension Plans' finding or determination affecting you, your dependents or any other Claimant's benefits or rights under the Pension Plans.

This section does not apply to legal actions arising from breaches of fiduciary duties or any other violation of ERISA's general fiduciary and prohibited transaction provisions.

If you have any questions regarding the claims and appeals procedure, please contact the Pension Plan Office.

Eligibility Appeals

Pension Plan eligibility appeals must be submitted in writing to the Pension Department at:

DGA-Producer Pension Plans
Attn: Pension Manager
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036
Fax: (323) 653-3560

If an appeal is received by the Plan Office at least 30 days before the next Benefits Committee meeting, the appeal will be presented to the Benefits Committee at its next meeting. If an appeal is received by the Plan Office less than 30 days before the next Benefits Committee meeting, the appeal will be presented to the Benefits Committee at the following Benefits Committee meeting.

Discretion of the Trustees

The Trustees shall have sole, complete and discretionary authority to, among other things, make any and all findings of facts, construction, interpretations and decisions relative to the Plan, as well as interpret any provisions of the Plan, and to determine among conflicting Claimants, who is entitled to benefits under the Plan. The Trustees shall be the sole judge of the standard of proof in all such cases which means that they have the right to determine the sufficiency of any proof you may provide to support your claim to benefits.

ERISA Required Information

The following information is required by ERISA.

Name of Plan

Directors Guild of America—Producer Pension Plans. There are two plans: the Directors Guild of America Producer Pension Plans Basic Benefit Plan and the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan.

Type of Plan

Collectively Bargained, Jointly-Trusteed Labor-Management Pension Trust.

The Basic Plan is a defined benefit pension plan.

The Supplemental Plan is a defined contribution pension plan.

Plan Administrator and Sponsor

The Chief Executive Officer (“CEO”) of the Plan is the Plan Administrator. This means that the CEO is responsible for seeing that information regarding the Plans is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the requirements of ERISA.

The address of the Plan Administrator is:

Chief Executive Officer
DGA–Producer Pension Plans
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036

Name and Address of Board of Trustees

The Board of Trustees consists of an equal number of DGA and management representatives, selected by the DGA and Employers, in accordance with the Trust Agreement that relates to this Plan.

All of the Trustees should be addressed at:

DGA–Producer Pension Plans
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036
(323) 866-2200
(877) 866-2200

As of January 1, 2020, the DGA Trustees of this Plan are:

Mr. Warren Adler
 Mr. Jonathan Avnet
 Mr. Robert Barron
 Ms. Yudi Bennett
 Mr. Scott Berger
 Mr. Daniel Bush
 Mr. Valdez Flagg
 Mr. Phillip M. Goldfarb
 Mr. Todd Holland
 Mr. Russell Hollander
 Mr. Tom Joyner
 Mr. Vincent Misiano
 Mr. Jonathan Mostow

Mr. Michael Pressman
 Mr. Jay D. Roth
 Ms. Liz Ryan
 Ms. Mary Rae Thewlis
 Ms. Betty Thomas
 Mr. Bryan Unger
 Mr. Michael Zinberg

As of January 1, 2020, the Employer Trustees of this Plan are:

Ms. Helayne Antler
 Ms. Tracy Cahill
 Ms. Melinda Carrido Gavron
 Mr. J. Keith Gorham
 Ms. Nicole Gustafson
 Mr. Harry Isaacs
 Mr. Sheldon Kasdan
 Mr. Hank Lachmund
 Ms. Ruby Little
 Ms. Carol A. Lombardini
 Mr. Matthew Miller
 Mr. Joseph Pitra
 Mr. Robert Sacks
 Mr. Marc Sandman
 Mr. Jeffrey Shapiro
 Ms. Natasha Shum
 Mr. Seth Stevelman

Benefits are provided from the Plans’ assets, which are accumulated under the provisions of the Collective Bargaining Agreement and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to eligible participants and beneficiaries and defraying reasonable administrative expenses. All self-funded benefits are provided directly through the Trust Fund.

Internal Revenue Service Plan Identification Numbers and Plan Numbers

The Basic Plan’s Employer Identification Number is 95-2892780. The Plan number is 001.

The Supplemental Plan’s Employer Identification Number is 95-6027308. The Plan number is 002.

Agent for Service of Legal Process

The name and address of the agent designated for the service of legal process is:

**Chief Executive Officer
DGA-Producer Pension Plans
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036**

Legal process may also be served on a Plan Trustee at the address listed on the inside cover of this Summary Plan Description.

Plan Year

Since January 1, 1993, the Plan Year is the calendar year.

Source of Contributions

Contributions to the Basic Plan are made by Employers in accordance with the Collective Bargaining Agreements.

Contributions to the Supplemental Plan are made by Participants as well as Employers in accordance with the Collective Bargaining Agreements.

The Plan Office will provide, upon written request, information as to whether a particular Employer is contributing to the Plans on your behalf.

The Collective Bargaining Agreements require contributions at a fixed percentage of income. Any contributions made to the Plans for services not covered under the Collective Bargaining Agreement or based on compensation in excess of what is appropriate according to the Bargaining Agreement may be refunded to the Employer and/or Employees. Any benefits derived from these erroneous contributions may be affected.

Benefits from the Basic and Supplemental Plan are provided from the assets that are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in trust for the sole purpose of providing benefits to

covered Participants and Beneficiaries and defraying administrative expenses.

Plan Termination and Amendment

The collective bargaining parties and the Board of Trustees intend that these Plans continue indefinitely. However, the Board reserves the right, subject to the provisions of the Trust Agreement and Collective Bargaining Agreements, to terminate or amend the Basic Plan, the Supplemental Plan, or both, in its sole discretion.

If the Plans are terminated, you will be notified as soon as possible. You will be told the amount of benefits, if any, to which you will become entitled, with an explanation of any election you may have to make.

Basic Plan

In the event of termination, your benefits in the Basic Plan are protected as follows:

The assets in the fund, after provision for administrative expenses, will be used to provide for all benefits accrued to the date of termination, whether those benefits are vested or not. All benefits accrued, to the extent funded, shall become 100% nonforfeitable. The Board of Trustees shall take such steps as are necessary to comply with ERISA's termination procedures.

Your pension benefits under the Basic Plan, which is a multiemployer plan, are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the plan terminates; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on plan provisions that have been in place fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the date the plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough under the Plan;
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- Non-pension benefits, such as health insurance, life insurance, certain survivor benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call **(800) 736-2444** or **(202) 326-4000** (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at **(800) 877-8339** and ask to be connected to **(202) 326-4000**.

Additional information about the PBGC's pension insurance program is available through the PBGC's website at **www.pbgc.gov**.

Supplemental Plan

If the Supplemental Plan is terminated, you will be entitled to the full value of your Individual Account as of the termination date, whether or not you are vested. This amount will include the balance of your contributions and your Employer's contributions, plus or minus investment performance as of the termination date.

All assets in the Plan after payment of expenses properly charged to the Plan will be distributed according to the value of your Individual Account as of the termination date.

The benefits of the Supplemental Plan are not subject to insurance coverage by the PBGC.

Rights and Protection Under ERISA

As a Participant in the Directors Guild of America—Producer Pension Plans, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan administrator's office and at other specific locations, such as work sites and union halls, all documents governing the Plans, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plans, including Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report ("SAR"). Along with this financial report, the Plan Office will also provide you a notice of the funding status of the Basic Plan. Beginning in 2009, the requirement to provide you with a SAR for the Basic Plan has been replaced by an Annual Funding Notice.
- Obtain a statement telling you whether you are entitled to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you were to stop working under the Plans now. If you do not have a right to a pension, the statement will tell you how many more years you must work to get a right to a pension. This statement is not required to be given more than once every 12 months for the Supplemental Plan. The Basic Plan will provide you with such a statement at your written request. If you do not request a statement from the Basic Plan, you will be provided one at least once every three years. The statement will be provided free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the benefit Plans. The people who operate your Plans, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

No one, including your Employer, the Guild or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request materials from the Plans and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court. In addition, if you disagree with the Plans' decision or lack thereof concerning the qualified status of a Qualified Domestic Relations Order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plans' money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim frivolous).

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed at www.dol.gov/ebsa, or in your telephone directory, or the:

**Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
Office of Participant Assistance
Department of Labor
200 Constitution Avenue N.W.
Washington D.C. 20210**

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

APPENDIX A: STEPS TO CONSIDER BEFORE TAKING YOUR PENSION BENEFITS

6-12 Months

Before Your Benefit Start Date

- Plan and research your benefit options and eligibility.
- Contact the Plans for personalized benefit estimates.
- Decide on your desired date to start taking your pension benefits.
- Consult with a financial advisor to ensure you understand the pros and cons of the various benefit options and tax consequences, as your benefit election cannot be revoked once benefits begin.

3-6 Months

Before Your Benefit Start Date

- Contact the Plans to receive assistance with planning your benefit distributions. You can schedule a one-on-one meeting via Skype or in person by calling us at **(877) 866-2200**.
- Gather required documents (*e.g.*, proof of birth, proof of marriage, proof of divorce). If you believe these documents are already on file with the Plans office, call us at **(877) 866-2200, Ext. 404** to confirm.

60-90 Days

Before Your Benefit Start Date

- Submit a Benefit Application Request Form at least 60 days prior to your intended benefit start date.

30 Days

Before Your Benefit Start Date

Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Submit your completed Basic Plan application and any required documentation by the 15th of the month prior to your intended benefit start date. <p><i>If you would like to receive your Basic Plan benefit on or about June 1st, your application must be received no later than May 15th.</i></p>	<ul style="list-style-type: none"> ■ Submit your completed Supplemental Plan application and any required documentation by the last day of the month prior to your intended benefit start date. <p><i>If you would like to receive your Supplemental Plan benefit on or about June 15th, your application must be received no later than May 31st.</i></p>

Benefit Start Date

Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Your Basic Plan benefit commences on or about the 1st of the month. 	<ul style="list-style-type: none"> ■ Your Supplemental Plan benefit will be paid on or about the 15th of the month.

After Your Benefit Start Date

Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Submit an Employment Recap Form to the Plans office whenever you return to employment in your DGA-covered capacity for 8 or more days during a calendar month (only required if you are receiving a monthly Basic Plan benefit). 	<ul style="list-style-type: none"> ■ Unlike the Basic Plan, your Supplemental Plan benefits will not be suspended if you return to work. ■ Complete a Post-Retirement Distribution Application Request Form to make changes to the amount and/or frequency of any partial distributions. ■ You can roll over funds into the Supplemental Plan at any time. ■ Update your Beneficiary information.

By April 1st of the year following the year in which you turn 70½, if you haven't already done so, you will be required to commence your Basic Plan and Supplemental Plan benefits and take a Required Minimum Distribution in accordance with Plan rules and federal regulations.

GLOSSARY

Beneficiary

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

Beneficiary Designation Form

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

Break in Service

A Break in Service occurs in any Plan Year in which you do not accrue at least seven Credited Service Months.

Career Average Earnings

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

Collective Bargaining Agreement

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

This Summary Plan Description covers benefits for Collectively Bargained and Non-Collectively Bargained participants. There is an additional supplement for Non-Collectively Bargained participants, which includes individuals employed directly by the Directors Guild of America or the

Directors Guild of America—Producer Pension and Health Plans.

Contingent Annuitant

A Contingent Annuitant is a person, designated by you, who is entitled to annuity payments commencing upon your death if you elected a Joint & Survivor Annuity 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 and 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 Collective Bargaining Agreement.

Effective Date

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

Employee Contributions

Employee Contributions are after tax contributions paid to the Supplemental Plan by you.

Employer

An Employer is any entity bound by the DGA–Producer Pension Trust Agreement to, among other things, make contributions to the Pension Plans for Covered Employment.

Generally, only entities formed as corporations or Limited Liability Companies may make contributions for Covered Employment on behalf of individuals who are also principals of the Employer.

Employer Contributions

Employer Contributions are 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 you are vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules, Normal Retirement age is age 65.

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

- the date you become vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules after attainment of age 65; or

- the date you qualify 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.

Plans or Pension Plans

Plans or Pension Plans means 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

You earn a Plan Credit Year when 12 Credited Service Months are earned in a Plan Year or when you work 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 satisfies the requirements to be a QDRO, as determined by the Plans in their sole discretion, and that provides that all or a portion of a Participant's benefit is to be paid to an alternate payee (former Spouse or child).

Qualified Retirement Plan

A Qualified Retirement Plan is any of the following types of plans into which a direct rollover from the Plans may be made: IRA (including Roth, SIMPLE, and SEP), 401(k), 403(b), governmental 457(b), profit sharing, money purchase, and defined benefit plans.

Required Beginning Date

Your Required Beginning Date is April 1 of the year following the calendar year in which you reach age 70½.

For example, if you reach age 70½ on March 12, 2020, your Required Beginning Date is April 1, 2021.

Retired/Retirement

For the Basic plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Before your Required Beginning Date, you will be considered Retired as of the date you commence your pension benefits.

For the Supplemental Plan, you will be considered Retired as of the date you commence your pension benefits.

Required Minimum Distribution

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. The amount of the minimum distribution is determined separately under the Basic Plan and Supplemental Plan, and does not

take into account any distributions an individual has received from any other retirement plan or individual retirement account.

Spouse

A Spouse is the individual who is legally married to you, as recognized under the laws of the state or jurisdiction in which the marriage was entered.

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 you in the Supplemental Plan when you are not vested in the Employer portion of your Individual Account and when you have withdrawn from all DGA Covered Employment. As unvested, you forfeit your Employer Contributions and can withdraw the Employee Contributions from your account.

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