

PRODUCER-WRITERS GUILD OF AMERICA PENSION PLAN

AMENDMENT IX

THIS AMENDMENT is made by the Directors of the Producer-Writers Guild of America Pension Plan and amends the Producer-Writers Guild of America Pension Plan as hereinafter set forth.

W I T N E S S E T H

WHEREAS, Section 1 of Article VI provides that the Producer-Writers Guild of America Pension Plan may be amended by written instrument duly approved and executed by 75% in number of the individual Directors in office at the time;

WHEREAS, it is desired to amend the Plan; and

NOW, THEREFORE, in consideration of the premises, it is mutually understood and agreed that the Producer-Writers Guild of America Pension Plan shall be amended as follows:

## ARTICLE I, SECTION 10

The first paragraph of Section 10 is amended to read as follows:

Section 10. Employee. The term “Employee” as used herein shall mean (a) an employee who is included within the unit covered by a Collective Bargaining Agreement between an Employer and a Union, (b) an employee of a Named Employer if such Employer be lawfully included as an Employer as provided in Section 1 of this Article; provided that, if permitted by the agreement described in Article XIII, Section 2, a Named Employer may, by written agreement with the Plan, exclude from the definition of “Employee” any employee subject to a collective bargaining agreement between the Employer and a union which is not listed under this Plan’s definition of “Union,” or (c) an employee who is the subject of an agreement dated October 3, 2003 between DreamWorks Animation, LLC; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC; and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, IATSE Local 839. The term “Employee” does not include a “leased employee,” within the meaning of Section 414(n) of the Code, of an Employer.

ARTICLE I, SECTION 11

The following new Section 11(d) is added:

(d) With respect to Employees who are the subject of an agreement dated October 3, 2003 between DreamWorks Animation, LLC (“DreamWorks”); International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC; and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, IATSE Local 839, DreamWorks shall be an Employer; provided that a written instrument satisfactory to the Directors is executed in accordance with Article XIII, Section 2. Notwithstanding anything herein to the contrary and notwithstanding the fact that DreamWorks has not entered into a Collective Bargaining Agreement, while and to the extent DreamWorks is an Employer, DreamWorks shall be treated as if it were subject to the Collective Bargaining Agreement between the Unions and members of the same controlled group as DreamWorks (*e.g.*, DreamWorks Films, DreamWorks Television and DreamWorks Dramatic Television).

## ARTICLE II, SECTION 1

The following new Section 1(e)(3) is added:

(3) In the case of Employees covered by an agreement dated October 3, 2003 between DreamWorks Animation, LLC (“DreamWorks”); International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC; and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, IATSE Local 839, such Employees shall participate in this Plan if they make an irrevocable written election to participate in the Plan. The election must be made within 30 days from the date of the adoption of this amendment or the Employee’s date of hire. Except for Article III, an Employee who makes a timely election shall become a Participant on January 1, 2004, or, if later, the first January 1 on or after the Employee’s date of hire. With respect to Article III, for an Employee who makes a timely election, DreamWorks shall make Employer Contributions for such Employee with respect to the period beginning January 1, 2004, or, if later, the Employee’s date of hire.

IN WITNESS WHEREOF, the Directors have executed this Amendment  
this 22<sup>nd</sup> day of June, 2004.

UNION DIRECTORS

EMPLOYER DIRECTORS

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