

PRODUCER-WRITERS GUILD OF AMERICA PENSION PLAN

AMENDMENT XXII

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 I 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; and

WHEREAS, it is desired to amend the Plan to clarify certain provisions regarding eligibility and assignment of plan benefits.

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 II, SECTION 1

Subparagraph (d)(5) is amended to read as follows, effective January 1, 2008:

“(5) An Employee described in this subsection who earns 1000 Hours of Service for a Named Employer in an Eligibility Computation Period shall become a Participant in the Plan on the first day of the month following the completion of the Eligibility Computation Period, unless such Employee separated from service prior to the last day of such period.”

ARTICLE IV, SECTION 10

Paragraph (a) is amended to read as follows, effective January 1, 2008:

“a. To make it impossible for Participants or Pensioners or Beneficiaries to impair, directly or indirectly, the benefits provided by this Plan, none of the benefits, payments, proceeds or claims of any Participant, Pensioner or Beneficiary shall be subject to any claim of any creditor and, in particular, the same shall not be subject to attachment or garnishment or other legal process by any creditors, or to the jurisdiction of any bankruptcy court or any insolvency proceeding, by operation of law or otherwise, nor shall any such Participant, Pensioner or Beneficiary have any right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which he may expect to receive, contingently or otherwise, under this Plan, except as permitted by law. If by operation of law, or otherwise, any benefit, payment, proceed or claim of any Participant, Pensioner or Beneficiary would impermissibly devolve to anyone else, then the Directors in their discretion may terminate such interest and apply it to or for the benefit of such person, his spouse, children, or other dependent, or any of them in such manner as the Directors may select.”