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**WRITERS' GUILD-INDUSTRY HEALTH FUND  
TRUST AGREEMENT**

**NINTH AMENDMENT**

THIS AMENDMENT is made by the Board of Trustees ("Trustees") of the Writers' Guild-Industry Health Fund ("Fund") and amends the Writers' Guild-Industry Health Fund Trust Agreement ("Trust Agreement") as follows:

WITNESSETH

**WHEREAS**, Section 5 of Article VIII of the Trust Agreement provides that the Trust Agreement may be amended by a vote of three-fourths of the Trustees present and voting at a meeting at which a quorum is present; and

**WHEREAS**, at a duly convened meeting consisting of a quorum held on June 17, 2014, the Trustees unanimously agreed to amend the Trust Agreement to provide that all alternate Trustees shall be appointed and treated as principal Trustees;

**NOW THEREFORE**, in consideration of the foregoing premises, effective as of June 17, 2014, it is resolved that the Trust Agreement shall be amended as follows:

1. The introductory paragraph on page one of the Trust Agreement shall be amended to remove the words "and the PRINCIPAL TRUSTEES AND ALTERNATE," as set forth therein.

2. Article I, Section 9 of the Trust Agreement shall be deleted in its entirety and replaced with the following:

Section 9. Trustees. The term "Trustees" (and the term "Principal Trustees") as used herein shall mean the Trustees and their successors designated in accordance with Article II, Section I hereof.

3. Article I, Section 10 of the Trust Agreement shall be deleted in its entirety and the heading of such section shall be replaced with "[RESERVED]".

4. Article II, Section 1 of the Trust Agreement shall be deleted in its entirety and replaced with the following:

Section 1. WGA and Producer Trustees. The operation and administration of the Fund shall be the joint responsibility of thirty-six (36) Trustees. Of these, eighteen (18) Trustees shall be appointed by the WGA, and eighteen (18) shall be Producer Trustees of which six (6) shall be appointed by the Network Companies and twelve (12) shall be appointed by the Alliance. Effective as of June 17, 2014, any alternate Trustee that was appointed prior to such date shall be deemed to be a Principal Trustee and to have

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been appointed in such capacity by the organization that appointed them to serve as an alternate trustee. A Producer, other than a Network Company or member of the Alliance, shall be deemed to have appointed the Trustees and successors named by each of the Network Companies and Alliance as its Trustees in the Fund. The WGA, the Fund Office, the Producer-Writers Guild of America Pension Plan, and the Writers Guild Foundation shall have no participation in the appointment of Producer Trustees.

5. Article II, Section 2 of the Trust Agreement shall be deleted in its entirety and the heading of such section shall be replaced with “[RESERVED]”.

6. Article II Section 3 of the Trust Agreement shall be amended to remove the words “The Principal Trustees and Alternate Trustees” as set forth therein and to insert the words “The Trustees” in place thereof.

7. Article II, Section 4 of the Trust Agreement shall be amended to remove the words “and Alternate Trustee” as set forth therein.

8. Article II, Section 5 of the Trust Agreement shall be deleted in its entirety and replaced with the following:

Section 5. Substitution of Trustees. Any one of WGA, Alliance, or Network Companies, may at any time in its discretion, on written notice to all the Trustees then in office, remove any Trustee appointed by it, and may appoint a successor or successors for any one or more of the Trustees appointed by it for the purpose of filling a vacancy created by death, disability, resignation or removal of such a Trustee. Such written notice shall contain the name of the new Trustee and the name of the Trustee to be replaced.

9. Article II, Section 6 of the Trust Agreement shall be amended to remove the words “Principal or Alternate” and the words “and Alternate Trustees” in each instance as set forth therein.

10. Article II, Section 7 of the Trust Agreement shall be amended to remove the words “Principal or Alternate” in each instance as set forth therein.

11. Article V, Section 9 of the Trust Agreement shall be amended to remove the words “Principal or Alternate” as set forth therein.

12. Article VI, Section 3 of the Trust Agreement shall be amended to remove the words “, or if any Trustee is unavailable, the alternate for such unavailable Trustee,” as set forth therein.

13. Article VI, Section 4 of the Trust Agreement shall be amended to remove the words “, or their alternates,” in each instance as set forth therein.

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14. Article VI, Section 7 of the Trust Agreement shall be amended to remove the words "Principal and Alternate" as set forth therein.

15. Article VIII, Section 1 of the Trust Agreement shall be amended to remove the words "Principal and Alternate" as set forth therein.

16. Article VIII, Section 5 of the Trust Agreement shall be amended to remove the words "Principal and Alternate" as set forth therein.

17. In all other respects the Trust Agreement shall remain unchanged by this Amendment.

**IN WITNESS WHEREOF**, the Trustees have adopted this Amendment on this 17<sup>th</sup> day of June 2014.

WGA TRUSTEES

PRODUCER TRUSTEES

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