

RESTATED
WRITERS' GUILD-INDUSTRY HEALTH FUND
TRUST AGREEMENT

**RESTATED AGREEMENT AND DECLARATION OF TRUST
WRITERS' GUILD-INDUSTRY HEALTH FUND**

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**RESTATED AGREEMENT AND DECLARATION OF TRUST
WRITERS' GUILD-INDUSTRY HEALTH FUND**

This RESTATED AGREEMENT AND DECLARATION OF TRUST is made and entered into as of July 28, 1997. It amends in total the Writers Guild-Broadcast Industry Health Benefit Fund Agreement and Declaration of Trust dated the 6th day of June, 1968, as amended on August 23, 1971, and as restated on September 23, 1973. The parties to the Agreement are the WRITERS GUILD OF AMERICA, WEST, INC. and the WRITERS GUILD OF AMERICA, EAST, INC., both hereinafter collectively referred to as "WGA" and signatory members of the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, INC. and AMERICAN BROADCASTING COMPANY, a Division of AMERICAN BROADCASTING COMPANIES, INC., COLUMBIA BROADCASTING SYSTEM, INC., and NATIONAL BROADCASTING COMPANY, INC., and others who are "Producers," hereinafter defined and the PRINCIPAL TRUSTEES and ALTERNATE TRUSTEES, and their successors designated in the manner hereinafter provided.

W I T N E S S E T H:

WHEREAS, WGA and the Producers are, or will, hereafter be, bound by collective bargaining agreements, or supplements thereto, which require periodic payments to trust funds by such Producers for the purpose of providing health and welfare benefits (as such benefits are more fully defined herein) for certain employees of such Producers and, in the discretion of the Trustees, death benefits for their beneficiaries; and

WHEREAS, to effectuate the aforesaid purpose, WGA and the Producers established a trust fund to be used in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is mutually understood and agreed as follows:

ARTICLE I.
Definitions

Section 1. WGA. The term "WGA" is used herein shall mean the Writers Guild of America, west, Inc., and the Writers Guild of America, East, Inc.

Section 2. Producers. The term "Producers" as used herein shall mean:

(a) The Network Companies, and stations, sponsors, advertising agencies, independent producers and other companies which are signatories to the Writers' Guild-Industry Health Fund Trust Agreement, and

(b) Those member companies of the Alliance, which now are or may hereafter be parties to or be bound by the WGA-Theatrical and Television Film Basic Agreement, or be bound by any future WGA Minimum Basic Agreement to which this Trust Agreement is annexed with the approval of the Trustees, and which become a party to this Fund, and

(c) Any other employer which enters into or becomes bound by a collective bargaining agreement with WGA and which, pursuant to Article V, Section 3, is permitted by the Trustees to become and does become a party to this Trust Agreement and contributes to the Health Fund pursuant to the terms hereof, and

(d) The WGA, the Health Fund Office, the Producer-Writers Guild of America Pension Plan Office, and the Interguild Federal Credit Union shall each be deemed to be a Producer solely and exclusively for the purpose of permitting each of them to contribute to the Health Fund on behalf of their full-time officers and employees; provided that, if permitted by the agreement described in Article V, Section 4,

a Producer described in this subsection may, by written agreement with the Health Fund, exclude from the definition of 'Writer' any employee subject to a collective bargaining agreement between the Producer and a union which is not the WGA.

Section 3. Network Companies. The term "Network Companies" as used herein shall mean American Broadcasting Company, a Division of American Broadcasting Companies, Inc., CBS Inc., and National Broadcasting Company, Inc.

Section 4. Alliance. The term "Alliance" as used herein shall mean the Alliance of Motion Picture and Television Producers.

Section 5. Writers. The term "Writers" as used herein shall mean the persons who are employed by Producers to render writing services in the broadcasting and motion picture industries within the jurisdiction of WGA and who are covered by the terms of any of the collective bargaining agreements described in Section 2 of this Article. The term "Writers" shall also include a person who is employed by WGA, by the Health Fund Office, by the Producer-Writers Guild of America Pension Plan Office, or by the Interguild Federal Credit Union.

Section 6. Retirees. The term "Retirees" as used herein shall mean the persons who, prior to retirement, were Writers employed by Producers and who are determined eligible for benefits under this Health Fund in accordance with rules of eligibility as established from time to time by the Board of Trustees.

Section 7. Health Fund. The term "Health Fund" or "Fund" as used herein shall mean the Writers' Guild-Industry Health Fund, as described herein and the trust fund created hereunder, including the monies and other things of value which comprise the corpus.

Section 8. Trust Agreement. The term "Trust Agreement" as used herein shall mean this Agreement and Declaration of Trust creating the Health Fund, including any amendments thereto or modifications thereof.

Section 9. Principal Trustees. The term "Trustees" and the term "Principal Trustees" as used herein shall mean the Principal Trustees and their successors designated in the manner provided herein and any Alternate Trustee when acting as a Principal Trustee in accordance with the provisions hereof.

Section 10. Alternate Trustees. The term "Alternate Trustees" as used herein shall mean the Alternate Trustees and their successors designated in the manner provided herein.

Section 11. Corporate Co-Trustee. The term "Corporate Co-Trustee" as used herein shall mean the bank or trust company, if any, designated by the Trustees pursuant to the provisions hereof for the purpose of receiving, holding, investing and paying out all or any part of the monies and other assets of the Health Fund.

Section 12. Health Benefit Plan. The term "Health Benefit Plan" or "Plan" as used herein shall mean the program of health benefits in effect from time to time as adopted or modified by the Trustees pursuant to the Trust Agreement. The Trustees may in their discretion in determining the program of health benefits to be provided distinguish between Writers and Retirees.

ARTICLE II.

Trustees

Section 1. WGA and Producer Principal Trustees. The operation and administration of the Health Fund shall be the joint responsibility of 18 Principal Trustees. Of these, nine shall be Trustees appointed by WGA, and nine shall be Producer

Trustees of which three shall be appointed by the Network Companies and six appointed by the Alliance. A Producer, other than a Network Company or member of the Alliance, shall be deemed to have appointed the Trustees, Alternate Trustees and successors named by each of the Network Companies and Alliance as its Trustees and Alternate Trustees in the Health Fund. The WGA, the Health Fund Office, the Producer-Writers Guild of America Pension Plan Office, and the Interguild Federal Credit Union shall have no participation in the appointment of Producer Trustees.

Section 2. Alternate Trustees. For each Principal Trustee required to be appointed pursuant to Section 1 of this Article, the organization making the appointment shall appoint an Alternate Trustee to serve in the place and stead of such Principal Trustee in the event of the Principal Trustee's disability, death, resignation or absence. In the event that both a Principal Trustee and the Alternate Trustee are unable to serve for any reason whatsoever, then a majority of the remaining Principal Trustees of the same appointing authority shall designate a temporary successor Alternate Trustee from the remaining Alternate Trustees to act.

Section 3. Acceptance of Trusteeship. The Principal Trustees and Alternate Trustees by signing this Trust Agreement, or by signing a written acceptance of trusteeship, or by participating in a meeting of the Trustees, agree to accept the trusteeship and act in such capacity strictly in accordance with the provisions herein contained.

Section 4. Term of Trustees. Each Trustee and Alternate Trustee appointed from time to time shall continue to serve as such until death, disability, resignation or removal.

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 and Alternate Trustees then in office, remove any Principal Trustee or Alternate Trustee

appointed to it, and may appoint a successor or successors for any one or more of the Principal Trustees or Alternate Trustees appointed by it for the purpose of filling a vacancy created by death, disability, resignation or removal of a Principal or Alternate Trustee. Such written notice shall contain the name of the new Principal or Alternate Trustee and the name of the Principal or Alternate Trustee to be replaced.

Section 6. Resignations. A Principal or Alternate Trustee may resign and become and remain fully discharged from all further duty or responsibilities hereunder upon giving ten days' notice in writing to the Chairman who shall immediately notify the remaining Trustees and Alternate Trustees. The required notice shall state a date when such resignation shall take effect.

Section 7. Successor Trustee. Any successor Principal or Alternate Trustee shall immediately, upon appointment as Trustee and acceptance of the trusteeship in writing, become vested with all the property, rights, powers and duties of a Principal or Alternate Trustee hereunder with like effect as if originally named such Trustee herein.

ARTICLE III.

Contributions to the Fund

Section 1. Rate of Contributions and Treatment of Unpaid Monies.

(a) In order to carry out the purposes hereof, each Producer shall contribute to the Health Fund the amount required by the collective bargaining agreement or agreements at any time in force and effect between WGA and such Producer, or in the case of a Producer not subject to a WGA agreement, by an agreement between the Producer and the Health Fund. The rate and amount of contribution shall at all times be governed by said collective bargaining agreement

or agreements together with any amendments, supplements and modifications thereto. Nothing in this Trust Agreement shall be deemed to change, alter or amend any of said collective bargaining agreements. The Trustees may permit Writers whose eligibility for benefits hereunder has terminated, to make self-payments under such terms, amounts and conditions, and for such periods as the Trustees direct.

(b) The Trustees may establish rules under which a Writer shall receive credit toward eligibility for benefits, based upon monies due to the Fund but which are unpaid. No credit toward eligibility shall be given for unpaid monies (i) when the Producer is considered (pursuant to resolutions of the Trustees) to be the Writer's loan-out corporation, or (ii) when the Trustees conclude that it would be inequitable under the circumstances.

Section 2. Effective Date of Contributions. All contributions shall be made effective as of the date specified in the collective bargaining agreements between WGA and the Producers. A Producer shall continue to make said contributions as long as the Producer is so obligated pursuant to said collective bargaining agreements.

Section 3. Mode of Payments. All contributions of the Producer shall be made payable to the Fund by transmitting to the Trustees a check payable to the Fund and shall be payable weekly or monthly at the initial election of each Producer as follows:

(a) For the Producer who elects to pay on a weekly basis, the contribution will be due 10 days after the close of the week in which the Writer is paid. An additional 30 day grace period will be given before the payment is delinquent. If the payment is not made within this period, interest on the delinquent payment will be charged from the end of the week in which the Writer is paid;

(b) For the Producer who elects to pay on a monthly basis, the contribution will be due 10 days after the close of the month in which the Writer is paid. An additional 10-day grace period will be given before the payment is deemed as delinquent. If the payment is not made within this period, interest on the delinquent payment will be charged from the end of the month in which the Writer is paid; and

(c) If no election is made, the Producer shall be deemed to have elected the weekly basis.

(d) The original election may be changed only by approval of the Trustees.

Section 4. Default in Payment. The failure of a Producer to pay contributions timely shall constitute a default by that Producer.

A Producer in default shall be required to pay interest from the date set forth in Section 3, above, until receipt by the Fund of the delinquent contributions. The Producer shall also be required to pay liquidated damages and audit fees, and all expenses of collection, including legal fees incurred by the Trustees. The Trustees shall by resolution periodically establish the rate of interest and amount of liquidated damages, as well as the circumstances under which interest, liquidated damages, audit fees, and expenses of collection may be waived.

The Trustees may take any action necessary to enforce this section. In addition to all other rights, if such default exceeds twenty-one (21) days the Trustees in their discretion by a resolution duly adopted may terminate the Producer as a party under this Plan. No terminated Producer shall be eligible to again become a party unless all past obligations to the Fund are paid.

Section 5. Request for Information. The Producers and/or WGA will furnish to the Trustees at their request any information which is necessary or desirable for the proper and efficient administration of the Health Fund. The Trustees may, at reasonable times and during normal business hours of any Producer, audit or cause to be audited the records of any Producer which may be pertinent to contributions or reports furnished pursuant to this Agreement. If the Trustees determine that a Producer has not provided requested information or made available its records for audit, the Trustees shall recover from the Producer the attorneys fees and costs incurred by the Trustees in securing the information or audit.

Section 6. No Reversion. No portion of any contribution to the Health fund may be paid to or may revert to any Producer, even in the event of a termination of the Health Fund.

Section 7. Advancement of Premium. Upon the failure of any Producer to make the required contributions when due hereunder, the Trustees shall have the right and power to pay or provide for payment from the Health Fund of any premiums necessary to provide the benefits under the plan of benefits adopted pursuant hereto for the eligible Writers of such delinquent Producer, but the Trustees shall not be obligated, either to said Writers or said Producer, to make or provide such payments, and the Trustees shall incur no liability whatsoever, either individually or collectively, for their failure or refusal to do so. In the event such payments are made by the Trustees from the Health Fund on behalf of a delinquent Producer, the Health Fund shall be reimbursed by said Producer for such payments, and the fact that the Trustees may have made such payments shall not alter nor diminish the obligations of such Producer or the rights of the Trustees under this Article.

Section 8. Recovery of Costs in Cases of Ineligible Participation.

(a) Circumstances under which liability exists.

The responsible Producer and Writer shall be jointly and individually liable to the Health Fund for the amounts described in subsection (b), below, where the Producer makes or participates in making contributions to the Health Fund on behalf of a Writer under these circumstances:

(i) where the Writer has not performed writing services covered by a collective bargaining agreement, or

(ii) where the contributions for the Writer are in an amount greater than that called for by the collective bargaining agreement, or

(iii) where as a result of the contributions the Writer or another person receives benefits for which the Writer or other person is not eligible under the Health Fund's rules.

(b) Amount of liability. Under the circumstances listed in subsection (a), above, the Producer and the Writer shall be jointly and individually liable to the Health Fund for:

(i) the sum of (A) the greater of (1) the cost to the Health Fund of insurance premiums the Health Fund paid, or (2) benefits the Health Fund's insurance carrier paid on behalf of the Writer or other person, and (B) the benefits the Health Fund paid on behalf of the Writer or other person; and

(ii) the Health Fund's audit costs; costs of collection (including attorneys fees and costs of suit);

and interest at the rate of 10% per year on the monies the Health Fund or its insurance carrier paid, from the date the monies were paid.

(c) Definitions. For purposes of this Section 8, the term "Writer" includes a person on whose behalf a Producer or other person makes contributions to the Health Fund, even if that person is not a Writer within the meaning of Article I, Section 5; and the term "Producer" includes a person or entity making contributions to the Health Fund, even if the person or entity is not a Producer within the meaning of Article I, Section 2.

ARTICLE IV.

Creation of Health Fund

Section 1. Name. There is hereby established the Writers' Guild-Industry Health Fund.

Section 2. General Purpose. The Health Fund shall be a trust fund for the purpose of providing health benefits (as such benefits are more fully defined in Section 4 of this Article IV) for eligible Writers and their dependents, and, in the discretion of the Trustees, death benefits for their beneficiaries. The Trustees may provide health benefits for Retirees and their dependents in such form and manner as the Trustees may determine from time to time.

Section 3. Assets of the Health Fund. The assets of the Health Fund shall consist of the contributions to the Health Fund made by the Producers as required by the collective bargaining agreements in force and effect and payments by Writers whose eligibility for benefits have terminated, together with such policies purchased therewith and the dividends, rate credits, refunds and other sums payable to the Trustees thereon, and any other monies, property or things of value and the interest derived

therefrom received and held by the Trustees as assets of the Health Fund for the uses and purposes set forth in the Trust Agreement.

Section 4. Benefits. The Trustees shall have full authority to determine the form, nature and amount of benefits to be provided and the rules of eligibility therefor and the effective dates thereof except that said benefits must be limited to one or more of the following: death, accidental death, injury, disability, hospitalization, surgical expenses and medical expenses, and any other similar types of benefits permitted by law to be paid from the Health Fund; and said benefits shall in no event include any pension benefits.

Section 5. Health Benefit Plan. The Trustees shall formulate, adopt and embody in a written Health Benefit Plan the provisions, regulations and conditions of the benefits program herein contemplated, as determined by the Trustees. Copies or summaries of said Health Benefit Plan shall be made available to the Writers, the Retirees, WGA and the Producers, in such form and manner as the Trustees may determine.

Section 6. Amendment. The Trustees may amend the Health Benefit Plan from time to time, provided that the amendments comply with the purposes above stated and do not violate the collective bargaining agreements in force between WGA and the Producers. Copies or summaries of each amendment adopted by the Trustees shall be made available to the Writers, the Retirees, WGA and the Producers, in such form and manner as the Trustees may determine.

Section 7. Expenditures. The Trustees shall use and apply the assets of the Health Fund for the following purposes:

- (a) To pay all reasonable and necessary expenses which may be incurred in collecting the contributions

required to be made by the Producers and in establishing and administering the Health Fund with all of the powers set forth in Article V hereof.

(b) To pay for the benefits that the Trustees determine to provide.

Section 8. Compliance with Applicable Laws. It is the intention of the parties that the Health Benefit Plan and any and all amendments thereto shall at all times:

(a) Be and remain in compliance and conformity with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Management Relations Act and any other applicable valid Federal or State laws or rules or regulations, and

(b) Be and remain such that all contributions of Producers thereto will be fully deductible by the Producers for federal income and franchise tax purposes, and

(c) Be and remain such that contributions to the Health Fund satisfy the requirements of the Fair Labor Standards Act to the extent, if any, that such Act is applicable to the employments covered hereby, in order that contributions by Producers are excluded from employees' regular rate for over-time computation purposes, and

(d) Be and remain such that contributions to the Health Fund shall not be subject to deductions under and for the purposes of the California Unemployment Insurance Act, the Federal Unemployment Tax Act, the Social Security Act, or the Federal Insurance Contributions Act or any similar legislation, and

(e) Be and remain such that the Health Fund shall be exempt from federal income and state franchise tax purposes.

To these ends the Trustees shall from time to time promptly amend this Trust Agreement and the Health Benefit Plan in any respect necessary or appropriate to make the provisions conform and comply with these laws, rules and regulations. Any such amendment shall be made effective retroactively, if necessary, to such date as the circumstances require in order to obtain and maintain the continuity of such compliances and conformities. If the Trustees elect to do so, the Health Benefit Plan and all amendments thereto shall be submitted to the Internal Revenue Service or other authorized agency for approval under the applicable provisions of the Internal Revenue Code so that all contributions of Producers thereto will qualify for deduction by the Producers for tax purposes and the Health Fund will retain its tax-exempt status, and in the event of failure to obtain approval of the Health Benefit Plan as so qualified under said Internal Revenue Code the Trustees shall immediately, and retroactively if necessary, make such revisions as are necessary to obtain such approval.

ARTICLE V.

Powers, Duties and Obligations of Trustees

Section 1. Construction of Agreement. The Trustees shall have the power and authority to administer this Trust Agreement and the Health Benefit Plan and shall have the maximum discretion permitted by law to construe the provisions and the terms used in the Trust Agreement and Plan, and any construction adopted or decision made by the Trustees in good faith shall be binding upon the Unions, the Producers, the Writers, the Retirees, and their beneficiaries. The Trustees may, subject to the provisions of the Trust Agreement and the Plan, establish rules and regulations for the operation of the Trust Agreement and the Plan and may revise such rules and regulations from time to time.

Section 2. General Powers. The Trustees, on behalf of the WGA, the Producers, the Writers, the Retirees, and their

beneficiaries, shall be the Fiduciary with respect to the control and management of the Plan except as otherwise provided herein and except to the extent that the Trustees have delegated Fiduciary duties in accordance with Section 2(m) of Article V, shall enforce the Trust Agreement and the Plan in accordance with its terms and shall have all powers necessary to administer the Trust Agreement and the Plan in accordance with its terms, including, but not by way of limitation the following powers in addition to such other powers as are set forth herein or conferred by law:

(a) To provide for the payment of and pay all reasonable and necessary expenses of collecting contributions and administering the affairs of the Plan and Fund, including the payment of all expenses which may be incurred for or in connection with the establishment and maintenance of the Plan, the Trust, and the Fund, the payment for the employment of such administrative, legal, actuarial, investment and other expert assistance or service, the payment for the employment of such auditing, bookkeeping and clerical service or assistance, and the payment for the leasing or purchasing of such premises, material, supplies and equipment, as the Trustees in their discretion find necessary or appropriate in the performance of their duties with due regard to an economical administration. For the purpose of paying all such expenses the Trustees may advance the necessary monies from the Fund since the Fund is to bear the entire cost of administration.

(b) To maintain a bank account or accounts in a selected bank or banks in the name of the Writers' Guild-Industry Health Fund for depositing the amounts received by virtue of subparagraph (a) and to withhold monies from such account or accounts for the purpose of paying the expenses set forth in subparagraph (a). All withdrawals of money from such account shall be made only upon checks signed by such person or persons as may be authorized in writing by the

Trustees to sign such checks. The person or persons so authorized to sign checks or to handle such monies shall each be bonded by a duly authorized surety company in such amounts as may be determined from time to time by the Trustees. The cost of premiums on such bonds shall be paid out of the Fund.

(c) To negotiate and execute with a Corporate Co-Trustee selected by the Trustees a Trust for the establishment of a Fund to effectuate this Plan, the provisions of such Trust to be consistent with the provisions of this Plan, and to amend or modify such Trust or change the Corporate Co-Trustee, and to enter into any and all contracts and agreements for carrying out the terms of this Plan and the Fund. The Trust so negotiated and executed shall be used to fund and pay benefits under the Plan.

(d) To receive from the Producers in accordance with Article III, the Producers' checks in payment of contributions and, after reviewing and accepting such checks, to forward such checks to the Corporate Co-Trustee for deposit in the Fund.

(e) To determine all questions relating to the eligibility of Writers to participate.

(f) To authorize the payment of benefits and disbursements by the Corporate Co-Trustee from the Fund.

(g) To designate, by resolution, the Corporate Co-Trustee or one or more Investment Managers as the Fiduciary with respect to the investment, control and management of Trust assets, such designation to be effective on the date specified in the resolution. Upon the effective date of such designation, the Trustees shall no longer be the Fiduciary with respect to the investment, management, and control of those Trust assets allocated

to that Investment Manager and shall exercise their powers in that respect subject to the direction of the Corporate Co-Trustee or Investment Manager or Managers. If an Investment Manager or Managers is thus designated, each named Investment Manager shall accept its responsibility in writing; affirm its qualifications as either (i) a registered investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in that Act, or (iii) an insurance company qualified to perform investment advisory services under the laws of more than one state; and acknowledge in writing that it is the Fiduciary with respect to investment, management, and control of Trust assets. If an Investment Manager or Managers is designated pursuant to this paragraph, a copy of such affirmation and acceptance shall be furnished to the Corporate Co-Trustee along with the written notice of designation.

(h) The Corporate Co-Trustee or Investment Manager or Managers acting as Fiduciary from time to time with respect to investment, control and management of Trust assets shall have the power:

(A) To invest and reinvest such part of the assets and the income of the Health Fund as in their sole judgment is advisable, in such securities and other investments, including bonds, common and preferred stocks, notes, mortgages, trust deeds or other property (real, personal or mixed), tangible and intangible, as they may select in their sole discretion, whether or not the same be authorized by law for the investment of trust funds generally, except that the Corporate Co-Trustee or Investment Manager shall have authority to invest in or retain stock or obligations of the Corporate Co-Trustee or any of its affiliates; provided that investment or retention of such stock or obligations is permitted under ERISA, and such investment or retention is at the

direction of a Fiduciary other than the Corporate Co-Trustee;

(B) To sell, exchange, lease, convey or dispose of any property whether real or personal at any time forming a part of the Health Fund upon such terms as they may deem proper, and to execute and deliver any and all authorizations, instruments of conveyance and transfer in connection therewith;

(C) To vote in person or by proxy securities held by the Health Fund, and to exercise or cause to be exercised any other rights of whatsoever nature pertaining to securities or any other property held hereunder;

(D) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor;

(E) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by the Health Fund and in connection therewith, and to pay assessments, subscriptions or other charges;

(F) To compromise, settle, arbitrate and release claims or demands in favor of or against the Health Fund on such terms and conditions as the Trustees may deem advisable;

(G) To establish and accumulate reserves up to such amounts as are adequate in the opinion of the Trustees to carry out the purposes of the Health Fund;

(H) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper by the Trustees to carry out the purposes of the Health Fund and to pledge any securities or other property of the Health Fund for the repayment of any such loans; and

(I) To hold or require the Corporate Co-Trustee to hold part or all of the assets of the Health Fund uninvested.

(i) To maintain all the necessary records for the administration of the Plan other than those maintained by the Insurance Company or Corporate Co-Trustee and to receive, review and approve or disapprove the annual financial reports of the Corporate Co-Trustee.

(j) To make periodic valuations of the Fund as set forth in Article IV and to approve the actuarial assumptions to be used therein.

(k) To collect, analyze and prepare statistical data with respect to the administration of the Plan and to make an annual report on the operation of the Plan.

(l) To prepare and distribute information explaining the Plan in such manner and to such persons as the Trustees determine.

(m) To appoint, as an employee of this Plan, an Administrator, as defined in Section 3(16) (A) of ERISA, and delegate to such Administrator such powers and duties in connection with the administration of the Plan as the Trustees may from time to time prescribe.

(n) To establish claims procedures consistent with regulations of the Secretary of Labor for presentation of claims by Writers, Retirees, and their beneficiaries for Plan benefits, consideration of such claims, review of claim denials and issuance of decisions on review.

(o) Generally to do all such acts, execute all such instruments, take all such proceedings and exercise all such rights and privileges as are necessary in the administration of this Plan.

(p) To pay or provide for the payment of premiums on such policies of insurance as the Trustees may see fit to purchase to provide for the benefits to be provided hereunder; to exercise all rights or privileges granted to the policy holder by the provisions of each such policy or allowed by the insurance carrier of such policy, and to agree with such insurance carrier to any alternation, modification or amendment of such policy, and to take any action with respect to such policy or the insurance provided thereunder which the Trustees in their discretion may deem necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the Trustees with respect to any such action.

(q) To the extent permitted by law and governmental regulation, and in order that their employees may be permitted to become eligible for and to receive benefits under the Health Benefit Plan established hereunder, the Trustees may permit the Fund Office, the WGA, the Interguild Federal Credit Union, and the Producer-Writers Guild of America Pension Plan Office, or any one or more of them, to be, for such purpose, regarded as an employer hereunder. In each such event, the Trustees shall determine the eligibility requirements applicable to each such group of employees and the contributions required respectively on account of each

such group of employees, and as to each such group the contributions so required shall be paid by the respective employer of such group. The Trustees may also become a party to the Producer-Writers Guild of America Pension Plan and make contributions to such Plan on behalf of Fund Office employees.

(r) The Health Benefit Plan may reimburse any person then eligible for benefits for amounts paid by them as premiums to the Social Security Administrator for voluntary supplementary medical insurance for them or their eligible dependents under the provisions of Part B of Title XVIII of the Social Security Act commonly known as "Medicare." An application for such reimbursement shall be made in writing on a form and in the manner prescribed by the Trustees. Reimbursement of the Medicare fee shall be made from the beginning of the month for which the person has paid premiums for the supplementary medical insurance, but not earlier than a date 11 months prior to the month in which the Medicare Reimbursement Application is received and shall continue on a calendar quarterly reimbursement basis for so long as the Writer or Retiree shall continue eligible for participation in the Health Benefit Plan.

Notwithstanding the foregoing, the investment, management, and control of all Trust assets with respect to all matters described in paragraph (h), above, shall be the sole responsibility of the Corporate Co-Trustee or Investment Manager or Managers, who shall be the Fiduciaries with regard to such matters for purposes of ERISA. For purposes of ERISA, the Trustees shall not be the Fiduciary with respect to the investment, management, or control of the Trust assets with regard to such matters and shall have no responsibility or authority with respect to such matters.

It is the intent of all Fiduciaries under the Plan and Trust that each Fiduciary shall be solely responsible for its own acts or omissions. Except to the extent imposed by ERISA or the Code, no Fiduciary shall have the duty to question whether any other Fiduciary is fulfilling any or all of the responsibilities imposed upon such other Fiduciary by ERISA or by any Regulations or Rulings issued thereunder. No Fiduciary shall have any liability for a breach of fiduciary responsibility of another Fiduciary with respect to the Plan or Trust unless that Fiduciary knowingly participates in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take reasonable remedial action to remedy said breach or, through the Fiduciary's negligence in performing specific fiduciary responsibilities, has enabled such other Fiduciary to commit a breach of the latter's fiduciary responsibilities.

Section 3. Other Collective Bargaining Agreements. In addition to the Producers which are parties to the Writers' Guild-Industry Health Fund Trust Agreement, any employer who enters into or becomes bound by a WGA collective bargaining agreement, to which this Trust Agreement is annexed with the approval of the Trustees, may become a party to this Trust Agreement and contribute to the Health Fund pursuant to the terms hereof, upon the vote of three-fourths of the Trustees present and voting at a meeting of the Trustees at which a quorum is present. Any Trustee may require a unit vote in accordance with the provisions of Section 5 of Article VI.

Section 4. Participation of New Producers; Participation Agreements.

(a) The Trustees shall promulgate such requirements, rules and regulations for the participation of new Producers in the Health Fund as the Trustees may in their discretion deem proper and necessary for the sound and efficient

administration of the Health Fund, provided that such requirements, rules and regulations are not inconsistent with the Trust Agreement.

(b) All Producers may be required by the Trustees to sign written instruments of participation as a condition of participation, which instruments shall be in such form as the Trustees may approve from time to time.

Section 5. Insurance. The Trustees shall purchase Errors and Omissions Insurance for the purpose of obtaining indemnity against liability of any kind arising out of acts or omissions of such Trustees, including legal fees and other expenses of litigation which the Trustees or any of them may incur; provided, however, that such Errors and Omissions Insurance shall not protect any Trustee from liability arising out of the Trustee's own willful misconduct, bad faith or gross negligence; and provided further, however, that such Errors and Omissions Insurance shall permit recourse by the insurer against a Trustee or Trustees in the case of a breach of fiduciary obligation by such Trustee or Trustees. The Trustees are authorized to pay the premiums for such Errors and Omissions Insurance from the assets of the Trust. Notwithstanding the previous two sentences, the Trustees in their individual capacity are authorized, for the appropriate additional payment which is not paid from the assets of the Trust, to obtain a nonrecourse endorsement on such Errors and Omissions Insurance.

Notwithstanding anything otherwise contained in this agreement, with respect to any matter which calls for notice to the Trustees hereunder, the Trustees shall have no obligation with regard to any action or nonaction as to such matter until and unless such notice is received by them.

The Trustees shall be fully protected in acting upon any instrument, certificate, or paper believed by them to be genuine and to be signed or presented by the proper person or persons, and

shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and the accuracy of the statements therein contained.

The Trustees may from time to time consult with the Plan's legal counsel and shall be fully protected in acting upon the advice of such counsel.

Section 6. Books of Account. The Trustees shall keep true and accurate books of account and records of all their transactions, which shall be audited annually or more often as the Trustees may determine, by a certified public accountant selected by the Trustees. A statement of the results of such audits shall be available at all times for inspection by WGA, the Producers, the Writers and the Retirees at the principal office of the Health Fund.

Section 7. Execution of Documents. The Trustees may authorize the Chairman and Secretary or any group composed equally of WGA and Producer Trustees or any employee or employees of the Health Fund to execute any notice or other instruments in writing, and all persons, partnerships, groups or associations may accept such notice or instrument as duly authorized and binding on the Trustees.

Section 8. Deposits and Withdrawals. All monies received by the Trustees hereunder shall be deposited by them prior to their use in such bank or banks as the Trustees may designate for that purpose, and all withdrawals from such account or accounts shall be made only by checks or withdrawal slips signed by those Trustees authorized by resolution duly adopted by the Trustees to sign such checks or slips. Except as hereinafter provided, no such resolution shall be valid unless it requires signature by at least two persons, of whom one shall be a WGA Trustee and one a

Producer Trustee. The Trustees may, in their discretion, designate and authorize an employee or employees of the Health Fund to sign checks or withdrawal slips upon such separate and specific bank account or accounts as the Trustees may designate and establish for such purpose.

Section 9. Surety Bonds. The Principal and Alternate Trustees shall be bonded by a duly authorized surety company in such amounts as may be determined from time to time by the Trustees. Each employee employed by the Trustees who is empowered to sign checks or withdrawal slips as aforesaid or who may be engaged in handling monies of the Health Fund shall also be similarly bonded by a duly authorized surety company. The premium for such bonds shall be paid by the Health Fund.

Section 10. Conformity to Laws. The Trustees shall administer the Health Fund in conformity with the requirements of the Labor Management Relations Act, the Internal Revenue Code and with all other applicable Federal and State Laws.

ARTICLE VI.

Meetings and Decisions of the Trustees

Section 1. Officers. The Trustees shall elect a Chairman, a Vice-Chairman, a Secretary and a Vice-Secretary from among the Trustees. The terms of such officers shall commence on the date of their election and continue to the end of the calendar year or until their successors have been elected. Thereafter, prior to December 31 in each calendar year, the Trustees shall select from among them a Chairman, Vice-Chairman, a Secretary and a Vice-Secretary to serve for a term of one year commencing January 1. In even-numbered years, the Chairman and Vice-Chairman shall be WGA Trustees and the Secretary and Vice-Secretary shall be Producer Trustees; in odd-numbered years, the Chairman and Vice-Chairman shall be Producer Trustees and the Secretary and Vice-Secretary shall be WGA Trustees.

Section 2. Meetings of Trustees. Unless the Chairman and Secretary agree on a different date, the Trustees shall meet annually on the third Tuesday in December of each year for the purpose of electing officers for the ensuing calendar year. All meetings of the Trustees shall be held at such place or places, within the County of Los Angeles, and at such hours as may be established by resolution of the Trustees. Regular or periodic meetings may be held at such time or times as may be established by resolution of the Trustees. Special meetings at other than such established times may be held at other time or times. A special meeting may be called at any time by the Chairman or Secretary upon five (5) days' written notice to the Trustees and may be held at any time without such notice if all Trustees consent thereto in writing, which consent may be given by the Secretary of each annual, regular, or special meeting of Trustees, which notice shall specify the hour and place of such meeting and shall state the nature of any business which is to be considered at such meeting. No business other than that stated in the notice shall be acted upon by the Trustees at any meeting, whether annual, regular, or special.

Section 3. Action by the Trustees Without a Meeting. Action by the Trustees may also be taken by them without a meeting, provided that such action is evidenced by an instrument in writing to which all of the Trustees, or if any Trustee is unavailable, the alternate for such unavailable Trustee, shall consent by unanimous written concurrence.

Section 4. Quorum. In all meetings of the Trustees, 10 Trustees shall constitute a quorum for the transaction of business, provided there are at least five WGA Trustees, or their alternates, and five Producer Trustees, or their alternates, present at the meeting.

During the absence of a quorum at any time during a meeting, the Trustees shall have no power to transact any business other than to adjourn. If the quorum is lacking because of the failure

to attend of the minimum required number of either WGA Trustees or Producer Trustees, but the minimum required number of one such group is present, then the group so present may require any proposal or proposals properly on the agenda of such meeting in accordance with the provisions of Section 2 of this Article VI, to be specifically placed upon the agenda for the next meeting of the Trustees and to be specifically included in the notice calling such next meeting. If at such next meeting a quorum again shall not be present because of the absence of the minimum required number of Trustees from the same group which caused the failure of a quorum at the first meeting, then upon adjournment of the second meeting as in this section provided and required, the vote of the absent group of Trustees shall be deemed cast automatically in opposition to the vote of the group which has been present at such meetings, so as to cause thereby a deadlock vote between the groups, which deadlock vote may then be determined in accordance with the provisions of Section 6 of this Article VI.

Section 5. Majority Vote of Trustees. Except as provided in Article V, Section 3 and Article VIII, Section 5, all action by the Trustees at a meeting at which a quorum is present shall be by a majority of those present; provided, however, that any Trustee may, either before or after a majority vote has been taken, require that action of the Trustees be determined by a unit vote as follows:

(a) The WGA Trustees collectively shall have one (1) vote upon the question. The Producer Trustees collectively shall have one (1) vote on the question.

(b) The vote of the Producer Trustees shall be determined by a majority of the Producer Trustees present, provided that at least one Trustee appointed by the Network Companies and at least one Trustee appointed by the Alliance votes with such majority, and the vote of the WGA Trustees shall be determined by a majority of the WGA Trustees

present. In the event that either the Producer Trustees present or the WGA Trustees present cannot determine their respective collective vote among themselves by such majority decision, then the matter at issue shall remain in status quo until the deadlocked group of Trustees can cast the single, collective vote of that group as above contemplated; provided, however, if such group of Trustees does not resolve such deadlock among themselves and cast their collective vote prior to the next meeting of Trustees, the question or matter shall again be presented at such next meeting. If at such next meeting the particular group of Trustees be still deadlocked and remain so until such meeting be adjourned, then immediately upon the adjournment the vote of such deadlocked group shall be deemed automatically cast in opposition to the vote of the group which has not been deadlocked so as to cause thereby a deadlock vote between the groups which shall be determined in accordance with the provisions of Section 6 of this Article VI.

(c) In the event any matter presented for decision cannot be decided by the Trustees as a whole because of a tie vote between Producer Trustees and WGA Trustees, the matter shall remain in status quo pending the vote of the impartial umpire as provided in Section 6 of this Article VI.

Section 6. Deadlock of the Trustees. In the event of a deadlock vote, then an impartial umpire to cast the deciding vote shall be chosen, if possible, forthwith by the Trustees. If the Trustees are unable to agree among themselves upon a person to act as such impartial umpire, then within 72 hours after the adjournment of the meeting at which the tie vote occurred the Chairman and the Secretary shall attempt to agree upon the selection of such impartial umpire. If upon the expiration of such 72-hour period the Chairman and the Secretary have failed to select such impartial umpire, then either group of Trustees or any Producer party hereto or the WGA may petition the District Court of the

United States, Central District of California or the United States District Court for the Southern District of New York for the appointment of such impartial umpire. When an impartial umpire has been selected in any of the manners aforesaid, a meeting of the Trustees shall be held as soon as practicable, which meeting shall be attended by such impartial umpire, and at that time the entire matter of the question or resolution in dispute shall be presented and reargued and the umpire shall hear any evidence or arguments presented by either group of Trustees upon the question or resolution upon which such deadlock has occurred. Such umpire may, if the umpire so desires, make direct inquiries to the Trustees with respect to any information which the umpire deems to be relevant or material to a proper determination of the question, and any such information as is not then immediately available shall be furnished to such umpire by the Chairman and the Secretary jointly as soon as practicable. As soon as practicable, and in any event within 14 days after the date of such meeting or the date upon which the last of such requested information is furnished to the umpire, whichever is the later date, the impartial umpire shall by written instrument cast a vote for or against the question or resolution upon which the deadlock has occurred. The vote so cast by such umpire shall be determinative of the question or resolution, and in casting such vote the umpire may but need not specify the umpire's reasons for so voting. The vote so cast by the umpire shall be in writing and shall be delivered to the Chairman and to the Secretary. All costs and expenses incident to any such proceeding, including costs incurred in the appointment of the umpire, the holding of proceedings, the fee, if any, charged for the umpire's services, shall be a proper charge against the Health Fund and the Trustees are authorized to pay or direct the payment of such charges.

Section 7. Minutes of Meetings. The Trustees shall keep minutes of all meetings, but such minutes need not be verbatim. Copies of the minutes shall be sent to all Principal and Alternate Trustees.

Section 8. Committees. The Trustees may establish such committees as they in their discretion deem proper and desirable for the proper administration of the Health Fund. Each such committee shall be composed equally of WGA Trustees and Producer Trustees to be appointed by the Chairman. Each such committee shall perform such functions as are delegated to it by the Trustees, but no such committee shall be authorized to act in any situation where the vote of the members of such committee results in a deadlock or tie vote, the sole authority of the committee in such event to consist of referring the disputed matter to a general meeting of the Trustees for decision.

ARTICLE VII.

Claims and Rights

Section 1. Individual Interest. No Writer, or Retiree, or any person claiming by or through such Writer or Retiree by reason of having been named a beneficiary, shall have any rights, title or interest in or to the Health Fund except as may be specifically provided by the Trustees in the Health Benefit Plan.

Section 2. Disposition of Interest. Except as provided by law, no monies, property or equity or interest of any nature whatsoever in the Health Fund or policies or benefits or monies payable therefrom shall be subject in any manner, by any Writer or Retiree or person claiming through such Writer or Retiree, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

Section 3. Presumptions. No party dealing with the Trustees in relation to the Health Fund shall be obliged to see to the application of any money or property of the Health Fund, or to see that the terms of this Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of

any act of the Trustees, and any instrument executed by the Trustees shall be conclusive in favor of every person relying thereon (1) that at the time of the delivery of said instrument the Health Fund hereby created was in full force and effect, (2) that said instrument was executed in accordance with the terms and conditions contained in this Trust Agreement, and (3) that the Trustees were duly authorized and empowered to execute such instrument.

ARTICLE VIII.

Amendment and Termination

Section 1. Termination by the Trustees. This Trust Agreement may be terminated by an instrument in writing executed by all the Principal and Alternate Trustees only when there is no longer in force and effect a collective bargaining agreement between WGA and any Producer requiring contributions to the Health Fund.

Section 2. Termination by the Parties. This Trust Agreement may be terminated by an instrument in writing duly executed by WGA and all Producers as defined herein.

Section 3. Procedure on Termination. In the event of the termination of this Trust Agreement, the Trustees shall apply the Health Fund to pay or to provide for the payment of any and all obligations of the Health Fund and shall distribute and apply any remaining surplus in such manner as will in their opinion best effectuate the purpose of the Health Fund; provided, however, that no part of the corpus or income of said Health Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Writers, or the Retirees or their beneficiaries, or for the administrative expenses of the Health Fund or for other payments in accordance with the provisions of this Trust Agreement. Under no circumstances shall any portion of the corpus or income of the Health Fund, directly or indirectly, revert or accrue to the benefit of any contributing Producer or to the benefit of WGA.

Section 4. Notification of Termination. Upon termination of the Health Fund in accordance with this Article, the Trustees shall forthwith notify WGA and each Producer and the insurance carrier or carriers of any policies or contracts which may be held as part of the Health Fund, and also all other necessary parties; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Health Fund.

Section 5. Amendment. This Trust Agreement may be amended by a vote of three-fourths of the Trustees present and voting at a meeting of the Trustees at which a quorum is present. Any Trustee may require a unit vote in accordance with the provisions of Section 5 of Article VI.

No amendment of or change in the Health Fund may be adopted which will alter the basic principles hereof or be in conflict with the then existing collective bargaining agreements or contrary to any applicable law or governmental rule or regulation. No amendment may be adopted which will cause any of the assets of the Health Fund to be used for or diverted to purposes other than those herein authorized or which will retroactively deprive any person of any vested benefit; except any amendment may be made which is required as a condition to obtaining or retaining the approval of the Health Fund by the Internal Revenue Service under the Internal Revenue Code or the Franchise Tax Board under the California Revenue and Taxation Code as either are now in effect or hereafter amended to the end that any contributions made to the Health Fund by the Producers are deductible for federal income tax and California state franchise tax purposes.

Whenever an amendment is adopted in accordance with this Article, a copy thereof shall be distributed to each Principal and Alternate Trustee and the Trustees shall notify any other necessary persons or parties thereof and shall execute any necessary instrument or instruments in connection therewith.

ARTICLE IX.

Execution

Section 1. Counterparts. This Trust Agreement may be executed in one or more counterparts. The signature of a party on any counterpart shall be sufficient evidence of that party's execution hereof.

Section 2. Situs. This Trust Agreement shall be deemed to have been executed and delivered in the State of California. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of the State of California.

Section 3. Separability. In the event that any provision in the Trust Agreement or in the Health Benefit Plan adopted hereunder is held to be illegal or invalid for any reason, said illegality or invalidity shall not adversely affect the remaining provisions herein contained and the Trust Agreement shall be construed as if said illegal or invalid provisions had never been included herein.

IN WITNESS WHEREOF, the undersigned do hereunto cause this instrument to be duly executed on behalf of their proper officers thereunto duly authorized on this 28th day of July, 1997.