MOTION PICTURE INDUSTRY
PENSION & HEALTH PLANS
P. O. Box 1999, Studio City, California 91614-0999

PENSION BENEFITS APPENDIX
FORMER EAST COAST LOCAL 52
PENSION FUND PARTICIPANTS

This Appendix is part of your July 2011
Pension and Individual Account Plans
Summary Plan Description

The nature and extent of benefits provided by the MPIPP and the rules governing eligibility are determined solely and exclusively by the Directors of the MPIPP, consistent with applicable law. The Directors shall also have full discretion and authority to interpret the Benefits and to decide any factual question related to eligibility for and the extent of benefits provided by the MPIPP, consistent with applicable law.

Employees of the MPIPP have no authority to alter benefits or eligibility rules. Any interpretations or opinions given by employees of the MPIPP are not binding upon the Directors and cannot enlarge or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Directors reserve the right to change the nature and extent of benefits provided by the MPIPP and to amend the rules governing eligibility at any time, consistent with applicable law.

CONTACT MPI

It is important to keep your contact information up to date with MPI throughout your career. Please contact MPI when you:

- Change your address, phone number or email,
- Become married or divorced,
- Welcome a new child into your family, or
- Have questions about your Pension, IAP or Health Plan benefits.

Toll-free Participant Services Center

(855) ASK – 4MPI

(275-4674)

Change of Address and Beneficiary forms
can be found on the MPI website.

www.mpiphp.org

Mailing Address

Please submit all forms and correspondence to:

Motion Picture Industry Pension & Health Plans
P.O. Box 1999
Studio City, CA 91614-0999

MPI OFFICE LOCATIONS

California	New York
11365 Ventura Blvd	145 Hudson Street, Suite 6A
Studio City, CA 91604	New York, NY 10013

Dear Pension Participant,

This Appendix is for those eligible Participants in the Local 52 Pension Fund (the "52 Pension Plan") who became Participants in the Motion Picture Industry Pension Plan on January 1, 2004 ("Merger Date"), the effective date of the merger between the two plans. This Appendix explains your Pension benefits where they differ from the MPIPP plan of benefits during your merger transition period, and is part of your Summary Plan Description. You should also retain your 52 Pension Plan Summary Plan Description, as some of those rules are relevant during the transition period. If you have any questions about your benefits, please call MPI's toll-free Participant Services Center at (855) ASK-4MPI (275-4674).

THE BOARD OF DIRECTORS
MOTION PICTURE INDUSTRY PENSION AND INDIVIDUAL ACCOUNT PLANS

<u>Note for Retirees</u>

If you were a retiree of the 52 Pension Plan prior to the merger date, you will continue to receive your monthly pension check except that after the merger it is issued by MPIPP. Except as provided in this notice, unless you return to work, nothing in the merger affected you.

<u>Note for Vested Participants</u>

If you are vested (meaning your benefits are not forfeitable under the 52 Pension Plan), you remain vested in MPIPP after the merger. All 52 Reserve Plan benefits will remain vested, and any future MPI IAP benefits you earn are fully vested.

I. YOUR MPIPP BENEFITS

1. Amendment to Benefit Formula

Effective January 1, 2004, you no longer earned benefits under the 52 Pension Plan rules. Your 52 Pension Plan benefit is limited to your pension credits and benefit earned as of December 31, 2003. The 52 Pension Plan normal retirement benefit earned as of December 31, 2003 is referred to as the "52 Pension Plan Accrual" and is described in Part I.2 below. Your vested 52 Pension Plan Accrual will not be taken away from you; you will be entitled to it when you ultimately retire under the terms of MPIPP. Except for any applicable benefit increases that have been or may in the future be adopted for actives or retirees under MPIPP rules, your 52 Plan Accrual will be frozen as of December 31, 2003. These rules are described in the main Pension SPD.

Effective January 1, 2004, you started earning benefits under the MPIPP formula. This benefit you may earn under the MPIPP rules on or after January 1, 2004 is referred to as the "Future Benefit." When you finally retire, your MPIPP benefit will be the sum of the 52 Pension Plan Accrual (earned as of December 31, 2003) plus the Future Benefit you earn after that date. Part I.3 describes these new benefits.

The 52 Pension Plan Accrual will be available under the normal and early retirement rules of the 52 Pension Plan – you may retire early if you are age 55 or older and have at least 15 Special Years. Future Benefits will not be available until age 65, unless you satisfy the MPIPP early retirement rules, in which case the MPIPP early retirement factors apply. In addition, if (1) as of January 1, 2004, you were both 48 or older and had 10 pension credits or more, **and** (2) you subsequently retire on or after age 55 with 15 or more Retirement credits, then you may elect to receive both your 52 Pension Plan Accrual and your Future Benefit accrual under the early retirement rules of the Local 52 Pension Plan. See Part I.5 for more information about early retirement.

Part I.6 describes more information as to how the "Other Rules" work.

2. The 52 Pension Plan Benefit Formula

The 52 Pension Plan benefit was generally equal to the number of your pension credits after February 18, 1957 multiplied by the monthly benefit accrual rate in effect at the time you retire. The rate as of December 31, 2003 was $77. (This rate does not apply if you previously had a break in service, unless you repaired the break. Instead, the rate in effect at the time you left employment applies to service earned before that time.) For active Participants without a break in service, the Local 52 Plan accrued benefit was increased by 15% effective August 1, 2003 and an additional 10% effective August 1, 2006. Participants were credited with pension credit for a calendar year if they had 120 days of service in covered employment for that year under the 52 Pension Plan. If the Participant worked less than 120 days, partial credit was granted, in accordance with the following schedule (referred to as Partial Credit rules):

Days in Covered Employment for a Calendar Year	Pension Credits
90 – 119	.75
60- 89	.50
30 –59	.25
Less than 30	None

As long as you have 15 pension credits, you can retire at age 62 without an early retirement reduction. Otherwise, you can retire at age 65 if you are vested.

3. MPIPP Benefit Formula

The benefit formula under the MPIPP is different from the formula under the 52 Pension Plan. The benefit under MPIPP is not based on pension credits. Instead, it is based on Credited Hours—these are generally hours for which contributions are required by MPIPP and the applicable collective bargaining agreements. Contributions are normally owed for all hours worked or guaranteed. In general, to earn benefits, you must earn a Qualified Year, which is 400 Credited Hours during a Computation Year. In addition, normal retirement under MPIPP is generally at age 65.

The benefit formula in effect after January 1, 2011 is as follows:

- The monthly benefit rate for the **first 10 Qualified years** is $.03729 per Credited Hour. For example, 1,000 Credited Hours in your seventh Qualified Year will earn a benefit of $37.29 per month payable at Normal Retirement Age.
- The monthly benefit rate for the **11th to 20th Qualified Year** is $.04972 per Credited Hour. For example, 1,000 Credited Hours in your eleventh Qualified Year will earn a benefit of $49.72 per month payable at Normal Retirement Age.
- **After the 20th Qualified Year**, the 400 Credited Hours requirement will no longer apply. Participants will earn benefits even if they accumulate less than 400 Credited Hours in a Computation Year. They will earn at the rate of $.04972 per Credited Hour. For example, 300 Credited Hours in your twenty-third Year will earn a benefit of $14.92 per month payable at Normal Retirement Age.

If you continued to work in covered employment, you started earning benefits under this formula on January 1, 2004 for hours earned on and after that date. These benefits will be in addition to your 52

Pension Plan Accrual. Your 52 Pension Plan credits will count for determining the rate of Future Benefits you earned ($.03729 versus $.04972 per Credited Hour).[1] As described above, the benefit rate under MPIPP differs depending on whether you have 10 or more Qualified Years. Thus, if the sum of your Qualified Years (see Part I.6 (c)) after the merger is more than 10, you will start accruing Future Benefits at the higher benefit rate.

The rates described above do not apply to hours before a break in service as described in the MPIPP SPD. Instead, the rate in effect at the time you had a break in service applies to hours before the break. Unlike the 52 Pension Plan, the MPIPP does not allow you to repair a break in service. See Part 6(g) below for more information.

4. Comparison of Formulas

To better understand the different formulas, the table on the next page shows the benefits earned in a single year of work under the old Local 52 formula and the MPIPP, depending upon the number of hours worked and your number of years. Different MPIPP amounts are shown depending upon how many years you have, or fewer than 10 years, since the benefit rate differs. The amounts shown are the monthly benefit payable to you at age 65 in the form of a single life annuity.

5. Early Retirement Rules

The early retirement rules under the 52 Pension Plan continue to apply to your 52 Pension Plan Accrual. Under these rules, you can retire at age 55 as long as you have 15 Special Years. The early retirement benefit is reduced by 6-2/3% for each year (5/9 of 1% per month) you are younger than age 62 at your retirement date. For purposes of determining whether you can retire early with respect to your 52 Pension Plan Accrual only (but not your Future Benefit), you will be treated as earning a pension credit after 2003 if you have 400 credited hours in a Computation Year. (However, these credits will not increase the amount of your 52 Pension Plan Accrual.) Thus, it is possible that you can retire early with regard to your 52 Pension Plan Accrual and not your Future Benefit.

In general, the early retirement provisions in MPIPP will apply only to your Future Benefit. Under these rules, you can retire at age 55 as long as you have 20 Qualified Years. You can retire at age 62 as long as you have 10 Qualified Years. (See Reduced Early Retirement Benefit Factors in the SPD.)

To better understand the factors, the table on page 7 shows the reduction depending on your age at retirement, assuming you were otherwise entitled to $100/month at age 65 and you have the appropriate number of years.

There are two exceptions to these rules. First, if you qualify for an unreduced early retirement benefit under MPIPP, you will be entitled to both your 52 Pension Plan Accrual and Future Benefit unreduced for early retirement. This requires at least 30 Qualified Years and attainment of age 62 with 50,000 credited hours (or age 61 with 55,000 credited hours, or age 60 with 60,000 credited hours.)

Second, if on January 1, 2004, you had at least 10 years of pension credit under the 52 Pension Plan **and** had attained age 48, the early retirement rules under the 52 Pension Plan will apply to your entire benefit (that is both your 52 Pension Plan Accrual and your Future Benefit). Thus, if on December 31, 2003, you were age 48 with 10 pension credits, you can receive your entire benefit under the early reduction rules in the 52 Pension Plan at such time

1. While the credit or service you earned under the 52 Pension Plan before the merger counts for determining the rate of the Future Benefits you earn (and, as described in this Notice, for a variety of other purposes), you will not be given any Future Benefits for this service. For example, assume you had 10 Pension Credits and 1,500 days of service under the 52 Pension Plan as of December 31, 2003. You will keep your 52 Pension Plan Accrual for the 10 years of pension credit, but you will not receive any Future Benefit with respect to these 10 years. However, your Future Benefit for work after the merger will be earned at the rate applicable for 11 or more Qualified Years, since the 52 Pension Plan Service is counted for this purpose.

Partial Credit rules will also apply as follows:

Monthly Benefit Payable at Age 65 Based on One Year of Covered Employment

Credited Hours in a Year (assuming 12-Hour Days)	Monthly Local 52 Pension Plan Accrual	Monthly MPIPP Future Benefit (1st thru 10th Qualified Year)	Monthly MPIPP Future Benefit (11th thru 20th Qualified Year)
2,400	$77.00	$89.50	$119.33
2,200	$77.00	$82.04	$109.38
2,000	$77.00	$74.58	$99.44
1,800	$77.00	$67.12	$89.50
1,570	$77.00	$58.55	$78.06
1,430	$57.75	$53.32	$71.10
1,290	$57.75	$48.10	$64.14
1,150	$57.75	$42.88	$57.18
1,010	$38.50	$37.66	$50.22
870	$38.50	$32.44	$43.26
730	$38.50	$27.22	$36.30
590	$19.25	$22.00	$29.33
450	$19.25	$16.78	$22.37
360	$19.25	$0	$0 (11th-20th Year) $17.90 (After 20 Years)
249	$0	$0	$0 (11th-20th year) $12.38 (After 20 Years)

Credited Hours During Plan Year	Retirement Credit for Plan Year
0 - 359	0
360 - 719	1/4
720 - 1079	1/2
1080 - 1439	3/4
1440 and over	1

you have both attained age 55 and earned 15 retirement credits. For this purpose only (and for purposes of pre-retirement death benefits, see Part I.6 (e)), you will receive a retirement credit for each pension credit you earned before 2004. For this purpose, you may earn an additional retirement credit for each Computation Year after 2003 in which you earn at least 1,440 credited hours.

6. Other Rules

The MPIPP has been amended to provide a number of additional rules to coordinate the 52 Pension Plan Accrual and Future Benefit.

(a) Forms of Benefits

When you retire, you can elect to receive your 52 Pension Plan Accrual in one of the forms available under the 52 Pension Plan. These include the Joint and Survivor Pension (with either a 50% or 100% survivor annuity, and with a pop-up if your spouse predeceases you) or a lifetime annuity (with a 10 year guarantee if you have at least 15 pension credits). Each of these is described in the 52 Pension Plan SPD. In addition, the requirement that you be married for one year in order to receive the Joint and Survivor Pension under the 52 Pension Plan does not apply to retirements after December 31, 2003.

The forms of benefit available under the MPIPP will apply only with respect to your Future Benefit. The forms of benefit under the MPIPP are a life annuity, a qualified joint & 50%

Retirement Age	Local 52 Pension Plan Accrual (15 or more Pension	MPIPP Reduced Early Retirement Benefit Factors	MPIPP Future Benefit (20 or more Qualified Years if under age 62; 10 years if 62 or	MPIPP Future Benefit (30 or more Qualified Years and 60,000 Credited Hours)
65	$100	100%	$100	$100
64	$100	92.5%	$92.50	$100
63	$100	86%	$86.00	$100
62	$100	80%	$80.00	$100
61	$93.33	74.5%	$74.50	$100
60	$86.67	69%	$69.00	$100
59	$80.00	64%	$64.00	$92.80
58	$73.33	59.5%	$59.50	$86.20
57	$66.67	55.5%	$55.50	$80.40
56	$60.00	52%	$52.00	$75.40
55	$53.33	49%	$49.00	$71.00

survivor annuity, a joint and 100% survivor annuity, a joint & 50% pop-up annuity, a joint & 100% pop-up annuity, and a 10-year certain and life annuity. In general, the only beneficiary allowed under any of these forms is your spouse, except that under the 10-year certain and life annuity, you may elect to have either your spouse or children as beneficiary. For participants retiring in 2009 and thereafter, the qualified joint & 75% survivor annuity form of benefit is available with respect to both the 52 Pension Plan Accrual and the Future Benefit. These rules are described more completely in the MPIPP Summary.

(b) Vesting and Vesting Years

In general, a five-year cliff vesting schedule will apply for both your 52 Pension Plan Accrual and your Future Benefit. However, if you do not have any hours after 1996, the prior 10-year vesting schedule will apply.

For vesting purposes, you will receive credit for your prior vesting service under the 52 Pension Plan (100 days in a calendar year). In general, your vested years as of January 1, 2004 are the greater of (1) the actual nonforfeited vested years you earned under the 52 Pension Plan or (2) the number of Computation Years in which you had 400 or more hours in the 52 Pension Plan (excluding years forfeited if the MPIPP forfeiture rules had applied). For this purpose, you are credited with 12 hours for each day of service. You also receive credit for your vesting years earned under MPIPP after 2003.

(c) Qualified Years

For most purposes, such as eligibility for early retirement under MPIPP and eligibility for disability under MPIPP, you will receive credit for your prior service under the 52 Pension Plan. (However, you will not receive any Future Benefit with respect to the credit or service you earned under the 52 Pension Plan.) In general, your Qualified Years as of January 1, 2003 are the greater of (1) the actual pension credits you earned under the 52 Pension Plan as of that date (for this purpose, the Partial Credit rules will apply) or (2) the number of Computation Years in which you had 400 or more hours in the 52 Pension Plan (excluding years forfeited if the MPIPP forfeiture rules had applied). For this purpose, you are credited with 12 hours for each day of service. You also receive credit for your Qualified Years earned under MPIPP after 2003.

While these rules apply for purposes of determining whether you can retire early under MPIPP rules, they do not apply for purposes of determining whether you can retire early under the 52 Pension Plan rules. (See Section 5.)

(d) Disability Benefits

If your date of entitlement is prior to December 31, 2003, then the Local 52 Rules apply. The rules in the 52 Pension Plan regarding disability benefits no longer apply if your date of entitlement from Social Security Administration is after December 31, 2003. If you qualify, both the Future Benefit and 52 Pension Plan Accrual will be paid to you in accordance with these rules. Of course, if you were receiving a disability benefit under the 52 Pension Plan as of December 31, 2003, that benefit will remain in effect as long as you remain eligible for that benefit.

(e) Pre-retirement Death Benefits

Future Benefit. In all cases, the MPIPP pre-retirement death benefit rules will apply to your Future Benefit. Under these rules, if you are vested and have a legal spouse to whom you have been married for at least one year prior to your death (prior to retirement), your spouse is entitled to a Surviving Spouse Benefit. This benefit is an annuity equal to the survivor portion of your Future Benefit if paid in the form of a Qualified Joint and 50% Survivor Benefit (beginning when you would have reached retirement age, or death if later). Your spouse may elect a lump sum instead.

52 Pension Plan Accrual. If you had fewer than 12 pension credits under the 52 Pension Plan as of December 31, 2003, the MPIPP pre-retirement death benefit rules will also apply to your 52 Pension Plan Accrual.

If you had 12 or more pension credits under the 52 Pension Plan as of December 31, 2003, different rules apply as follows:

1. If you die prior to the time you have earned 15 "retirement credits" (as defined in Part I.5, above) and you do not have a legal spouse to whom you have been married for at least one year prior to your death (a "one-year spouse"), the MPIPP rules also apply to your 52 Pension Plan Accrual.

2. If you earn 15 "retirement credits" (as defined in Part I.5, above) by the time of your death, and you do not have a one year spouse, your beneficiary (as determined under MPIPP rules) is entitled to a 10 year installment benefit commencing as soon as practicable after your death. The amount of each payment will equal the 52 Pension Plan Accrual payment that would have been made to you had you retired on the date of your death. (For this purpose only, if you die prior to age 55, you will be treated as if you attained age 55 at such time – thus, your pre-retirement benefit will be 53.33% of the 52 Pension Plan Accrual.)

3. If you have a Qualified spouse to whom you have been married for at least 365 days at the time of your death, your spouse is entitled to a Surviving Spouse Benefit (which is an annuity for his or her lifetime beginning when you would have reached retirement age, or death if later). This

benefit is an annuity equal to the survivor portion of your 52 Pension Plan Accrual if paid in the form of a Qualified Joint and 50% Survivor Benefit (beginning when you would have reached retirement age, or death if later). [If you had 20 pension credits as of December 31, 2003, the benefit is larger – it is an annuity equal to the survivor portion of your 52 Pension Plan Accrual if paid in the form of a Qualified Joint and 100% Survivor Benefit.] No lump sum is available. However, your spouse may elect a 10 year installment option as described in #2 above instead of the Surviving Spouse Benefit. This election must be made within 90 days after receiving an explanation of this benefit after your death.

(f) Benefit Suspension Rules

The 52 Pension Plan and MPIPP both suspend benefits if you retire and come back to work. On or after January 1, 2004, the MPIPP rules apply to the 52 Pension Plan Accrual and Future Benefit. These MPIPP rules also apply to 52 Pension Plan members who previously retired.

(g) Break in Service Rules

Both the 52 Pension Plan and MPIPP also have break in service rules. These rules apply for at least two purposes: (1) generally, you are not entitled to any possible benefit increase for service prior to a break, and (2) determining whether your prior service is forfeited if you leave employment before you are vested.

After the merger, the various break rules in the 52 Pension Plan no longer apply. Instead, the MPIPP rules are in effect and apply to both your 52 Pension Plan Accrual and Future Benefit. (However, prior breaks under the 52 Pension Plan are still considered.) In general, you incur a break in service under the MPIPP rules if you have a period of two consecutive years with less than 200 vested hours in each year. (See the MPIPP SPD for more information regarding the various break in service rules.) Your service under the 52 Pension Plan prior to the merger will be considered for this purpose to determine if you have a break.

Thus, if you are not vested and have a forfeiture after the merger under the MPIPP rules, you will forfeit both your 52 Pension Plan Accrual and the Future Benefit you earned up until the forfeiture. If you had a forfeiture under the 52 Pension Plan before the merger, the 52 Pension Plan Accrual earned before the break remains forfeited.

In addition, if there are subsequent benefit increases that apply to the 52 Pension Plan Accrual, and you had a break in service under the 52 Pension Plan rules (prior to the merger) or a break in service under the MPIPP rules (after the merger), you will not be entitled to any increase with respect to the 52 Pension Plan Accrual or Future Benefit earned before the break.

Finally, the 52 Pension Plan had certain rules that allowed you to repair your earlier break in service so that you would be entitled to future benefit rate increases. There are no repair rules under the MPIPP. On or after January 1, 2004, you are no longer able to repair any break.

(h) Other Rules

In general, all other rules of the MPIPP apply after December 31, 2003. For example, MPIPP requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the MPIPP also apply. The MPIPP rules about earning benefits after Normal Retirement Age (65) also apply, except that your 52 Pension Plan Accrual when you retire will not be less than the amount you would have received if you had retired on December 31, 2003.

(i) Studio Mechanics Who Participated in the 52 Pension Plan and MPIPP Prior to Merger

A number of special rules apply to you if you participated in both the MPIPP and the 52 Pension Plan prior to January 1, 2004. You retain all benefits you have earned under both plans as of January 1, 2004. Essentially, your benefits will be equal to the 52 Pension Plan Accrual you earned under the 52 Pension Plan prior to January 1, 2004 plus all of the benefits you earn under MPIPP both before and after the merger. You keep the benefit you earned under MPIPP prior to January 1, 2004; it is subject to all of the applicable MPIPP rules.

In addition, certain special rules apply for purposes of calculating your service. In general, the rules in Section 5 and 6 (b) and (c) apply; you are also entitled to credit for your service under the MPIPP prior to the merger. However, you are not entitled to duplicate service. For example, if you earned a qualified year in 1995 under the MPIPP, you are not entitled to earn another qualified year under the 52 Pension Plan for 1995. (The same concept applies for vesting and early retirement.) In addition, your service under MPIPP and the 52 Pension Plan cannot be combined to determine if you have a vesting year, qualified year or pension credit. Other special rules apply.

7. Loan-Outs/Employee Shareholders

The MPIPP and MPI IAP do not permit Loan-Out Companies, defined as a company controlled by the loaned out employee, who is the only employee of the company performing work in the Industry, to contribute to the MPIPP or MPI IAP. If such an employee is loaned out to a borrowing Employer that participates in the plans, the borrowing employer may be required to contribute. In addition, if an employee is an officer, shareholder or member (or a spouse of such a person) of a company that is not a Loan-Out Company, then special rules apply regarding the amount of contributions that are required. If you fall into either of these categories, please contact the MPIPP for further information.

II. YOUR MPI IAP BENEFITS

The enclosed SPD for the MPIPP also contains a summary for the Motion Picture Industry Individual Account Plan (the "MPI IAP"). Beginning January 1, 2004, you became eligible to participate in the IAP. This is described below.

Prior Account Balance. Your December 31, 2003 account balance under the Local 52, I.A.T.S.E. Reserve (Annuity) Fund (the "52 Reserve Plan") is called your Special Account under MPI IAP. The Special Account is 100% vested and cannot be taken away from you. Your Special Account will be credited with future gains and losses on that account balance in accordance with the MPI IAP rules for allocating gains and losses.

In general, you may withdraw your Special Account in accordance with the distribution rules applicable under the 52 Reserve Plan. Thus, you can withdraw the funds when you attain age 59-1/2. Prior to age 59-1/2, you may withdraw the Special Account if you have no covered employment for at least 3 months (distributions will not be made until the MPI IAP verifies this, and no distribution is made if MPI IAP learns you are working during the period it is verifying this). However, because financial hardship withdrawals are not permitted under MPI IAP, they will not be permitted from Special Accounts.

You may elect to receive your Special Account in the form of a life annuity, Qualified Joint and Survivor Annuity, Joint and 75% Survivor Annuity, or lump sum. Installments for limited periods are no longer permitted. Of course, you may still elect to roll a lump sum over to another plan or IRA that will accept it.

Future Contributions and Allocations. Effective January 1, 2004, you started earning benefits under the rules of the MPI IAP. Under these rules, if you earn 400 Credited Hours in a Computation Year[2], you will receive an allocation under the MPI IAP of contributions made on your behalf.[3] All such contributions will be credited to your Individual Account. Your Individual Account is separate from your Special Account, and different distribution rules apply.

In general, your employer is required to contribute \$0.305 for each hour worked or guaranteed as well as 6.0% of your scale regular basic hourly rate of pay (subject to possible reallocation of 1% to the Health Plan).[4] This amount is invested by a number of professional investment advisors and the earnings (or losses) on these amounts are also allocated to your Individual Account. (As noted above, earnings (and losses) on your Special Account balance will also be allocated to your Individual Account.)

You may take your Individual Account in a lump sum or annuity when you retire from the MPI IAP, based on the MPI IAP distribution rules as set forth in the enclosed Summary. For most purposes under the MPI IAP, such as determining eligibility for early retirement and eligibility for disability, you will receive credit for your service under the 52 Pension Plan prior to January 1, 2004. However, to the extent the MPI IAP provides any actual allocations of contributions based on prior service, your prior service under the 52 Pension Plan will not count.

Vesting. In general, you are always 100% vested in your Special and Individual Accounts. There is one exception. If you participated in MPI IAP prior to the merger, and you were not vested in MPI IAP, your Individual Account will not vest automatically. You will only vest if you meet the MPI IAP vesting rules (generally, one Qualified Year after 1999, or five Vesting Years, and at least one Credited Hour after August 1, 2000). For this purpose, your service under the 52 Reserve Plan will count toward MPI IAP vesting credit under the same rules as apply to the MPIPP (as described in Part 6(b) and (i)).

Other Rules. In general, all other rules of the MPI IAP apply after December 31, 2003. For example, MPIPP requires you to give notice of retirement at least two complete calendar months in advance. The various election rules to elect a form of benefit under the MPIPP will also apply.

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2. 870 hours are required if you have previously received a MPI IAP distribution; distributions from the 52 Reserve Fund or from your Special Account will not trigger this 870 hour rule.
3. If you do not earn a Qualified Year, no allocation will be made.
4. If you work under a different collective bargaining agreement, a different percentage of compensation may apply.