

## APPENDIX A to EXHIBIT II

### STANDING AWAY PLAN PARTICIPATION AND CONTRIBUTION ELECTION FORM

The parties below acknowledge and agree that, in accordance with the terms and conditions of the AGREEMENT FOR AWAY PLAN PARTICIPATION AND CONTRIBUTIONS (the "Agreement") attached and incorporated by reference herein, the undersigned Employee will participate in the \_\_\_\_\_ ("Away Plans"), and will not participate in the Motion Picture Industry Health Plan (both the Active Fund and the Retiree Fund), Motion Picture Industry Pension Plan, or Motion Picture Industry Individual Account Plan (collectively, MPIPHP) with respect to the undersigned Employer's employment of Employee ("Applicable Employment") on the production titled

\_\_\_\_\_  
" \_\_\_\_\_ "  
**Name of Production**

\_\_\_\_\_  
**Production City, State**

The parties agree that the Employer will contribute to the Away Plans with respect to the Applicable Employment, and will not be required to make hourly or compensation-based contributions to MPIPHP. The parties represent that the aggregate contributions to the Home Plans shall be not less than the aggregate contributions that would have been made to the MPIPHP for Employee.

The parties acknowledge that the provisions of this election form are limited to hourly and compensation-based contributions only and that all other terms and conditions of the governing collective bargaining agreement remain unchanged, including the Post '60 and Supplemental Markets provisions, if any

The parties understand that this document must be submitted to the MPIPHP (for approval) and the Away Plans.

**EMPLOYEE WAIVER:**      **EMPLOYEE MUST INITIAL HERE:** \_\_\_\_\_ Employee agrees he or she is voluntarily and irrevocably waiving his or her right to participate in the MPIPHP for all Applicable Employment. Employee understands that Employee will earn no benefits, contributions, eligibility, credited hours or any other credits (including without limitation retiree health credits) under MPIPHP for the Applicable Employment. Employee further acknowledges that Employee has had an opportunity to review the various summary plan descriptions of MPIPHP. Employee agrees that Employee shall be liable for attorneys' fees if Employee brings any action to claim benefits, contributions, eligibility, credited hours or any credits under MPIPHP with respect to Applicable Employment.

<b>Employer Information</b>		
<b>By</b>	<b>Title</b>	<b>Date</b>
<b>Contact</b>	<b>Address</b>	<b>Phone #</b>

<b>Employee Information</b>		
<b>Employee Name</b>	<b>SSN</b>	<b>Date</b>
<b>Employee Signature</b>	<b>Address</b>	<b>Phone #</b>

<b>MPI Local Information</b>		
<b>By</b>	<b>Title</b>	<b>Date</b>
<b>Contact</b>	<b>Address</b>	<b>Phone #</b>