DISCLAIMER AND RELEASE AGREEMENT

WHEREAS, {ParticipantName} and {ExSpouseName} (collectively, the “Parties”) were married on {DateOfMarriage} and were separated on {DateOfSeparation}.

WHEREAS, notwithstanding any provision in the Parties’ Judgment of Dissolution filed on Date of Divorce {qu qryDate} to the contrary, {ExSpouseName} has agreed to waive and disclaim any interest she/he might have in the {if ifDisability = Y}Disability {endif}Benefits of {ParticipantName} under the Motion Picture Industry Pension Plan (the “Pension Plan”) and the Motion Picture Industry Individual Account Plan (the “IAP”) (collectively, the “MPI”).

NOW, THEREFORE, upon signing this Disclaimer and Release Agreement (the “Agreement”), {ExSpouseName} agrees as follows:

1. {ExSpouseName} fully and finally waives any and all rights, claims or interest she/he might otherwise have to any portion of {ParticipantName}’s {if ifDisability = Y}Disability {endif}Benefits under MPI, notwithstanding any provision in the Parties’ Judgment of Dissolution to the contrary.
2. {ExSpouseName} agrees that she/he will not seek any additional court orders providing for payment to {ExSpouseName} of any portion of {ParticipantName}’s {if ifDisability = Y}Disability {endif}Benefits under MPI.
3. {ExSpouseName} will not take any action to restrain MPI from paying all of {ParticipantName}’s {if ifDisability = Y}Disability {endif}Benefits under MPI (including any interest that might have otherwise been awarded to {ExSpouseName}) to {ParticipantName}’s beneficiary under the terms of MPI.
4. {ExSpouseName} fully and finally waives and disclaims any rights or claims of any nature whatsoever against MPI, their trustees, administrators, sponsors, agents, representatives and attorneys arising in connection with the Parties’ dissolution proceedings, any distribution of {ParticipantName}’s {if ifDisability = Y}Disability {endif}Benefits under MPI other than in accordance with the Parties’ judgment of dissolution, and this Agreement.
5. This Agreement is voluntarily given by {ExSpouseName} to MPI and is irrevocable upon signature by {ExSpouseName}.

Dated:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{ExSpouseName}

State of California

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,Notary Public, personally appeared {ExSpouseName}, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)