{CurrentDate}

# {stdMbrFullName}

{x stdMbrAdrCorStreet1}

{x stdMbrAdrCorStreet2}

{x if stdIsUSA = 1}

{x stdDomesticStateInternationalCountry}

{x else}

{x stdDomesticStateInternationalCountry}

{x stdMbrAdrCountryDesc}

{endif}

# Re: Break in Service – Vested Participant

Dear Participant: {stdTitle} {stdMbrLastName}:

Our records indicate that you earned fewer than 200 Vested Hours in two consecutive Computation Years1 ({intYear} and {intNextConseYear}). Plan rules state that if you earn fewer than 200 Vested Hours in two consecutive Computation Years, this constitutes a Break in Service in the Motion Picture Industry Pension Plan (the “Pension Plan”) and the Motion Picture Industry Individual Account Plan (the “IAP”) (collectively, “MPI”). Therefore, you have incurred a Break in Service.

A Break in Service affects your benefits in several ways:

1. Vested Hours earned before a Break in Service will not be eligible for future active benefit rate increases.
2. A Break in Service may prevent you from otherwise being eligible for a Disability Pension if you become disabled.

UNCLAIMED VACATION AND HOLIDAY PAY

If the Pension Plan has received Unclaimed Vacation and Holiday Pay (“UV&HP”) from any of your previous employer(s) as contributions, you are eligible to withdraw your UV&HP balance as a lump sum at any time. If you would like to withdraw your UV&HP balance, please contact MPI to request the appropriate withdrawal form. If you decide not to withdraw your UV&HP balance, it will continue to earn interest and payment will automatically be made to you upon your retirement.

FUTURE BENEFITS PAYABLE TO YOU

Because you are vested in the Pension Plan and the IAP, these benefits cannot be forfeited and you will be eligible to apply for retirement when you turn 65 (“Normal Retirement Age”). Please refer to your Annual Statement for your estimated accrued Pension Plan benefit, IAP balance, and estimated monthly Life Annuity benefit at Normal Retirement Age. If you meet certain requirements, you may be eligible for benefits prior to age 65.

If you continue to work in the Motion Picture Industry (the “Industry”) and you meet the Plans’ annual Vested Hours requirements, you will resume accruing benefits; however, your accrued Pension Plan benefit prior to your Break in Service will be frozen and will not be subject to any future rate increases. Your current IAP balance will continue to accumulate investment gains and losses based on the investment performance of the IAP assets.

**BRIDGING A BREAK IN SERVICE**

Certain rules exist that allow a Participant to bridge a Break in Service, thereby making them eligible for any benefits that would have been applicable had the Break in Service not occurred. Additional rules apply and documentation is required regarding eligibility to bridge a Break in Service if it was incurred due to the following circumstances.

**Disability**

If a Participant incurs a Break in Service due to a disability that prevents the Participant from engaging in his/her regular occupation for a period of at least six months, s/he may bridge that Break in Service and earn Vested Hours at the rate of 40 hours per week during the period of disability. Although the Participant is earning Vested Hours, s/he will not receive additional credit for Qualified Years or Credited Hours.

**Pregnancy/Child Care**

A Participant may receive Vested Hours, up to eight hours per day, due to absence from work because of pregnancy, the birth or adoption of the Participant’s child, or to care for the Participant’s child for a period immediately following the birth or adoption of his/her child in the Computation Year in which the absence commences, if necessary, to obtain 400 Vested Hours or otherwise in the immediately following Computation Year if necessary to obtain 400 Vested Hours in that year.

**Family and Medical Leave Act**

If a Participant, employed by an employer covered by the federal Family and Medical Leave Act (“FMLA”), takes a leave covered by the FMLA and then returns to employment with the same employer at the end of the leave, the employee may receive Vested Hours equal to the average of the hours worked during the four weeks preceding the covered leave.

**Military Service**

A Participant may receive Vested Hours at the rate of 40 hours per week, for time spent in the Armed Services of the United States if such Participant makes himself/herself available for work in the Industry for an employer within the time specified under the laws of the United States relating to re-employment rights.

**Contiguous Employment**

A Participant may receive Vested Hours for hours worked for an employer for which contributions were not required to be paid to MPI. The hours must be immediately preceded or followed by employment worked for the same employer, wherein contributions were paid to MPI.

Please refer to your *Summary Plan Description* for more complete rules and information regarding a Break in Service. If you have any questions, please contact MPI’s Participant Services Center by email at service@mpiphp.org or by telephone at (855) ASK-4MPI between 8 a.m. and 5 p.m. Pacific Time, Monday through Friday.

Sincerely,

Retirement Benefits

See your Summary Plan Description for additional information about the Plans. Benefits are subject to final verification, review and adjustment. If applicable, these amounts may be subject to change in accordance with any divorce or Qualified Domestic Relations Order (QDRO), which may or may not be on file. In the event of any inconsistency between any communications and the provisions of the Plans, the actual provisions of the Plans shall govern.