

SUMMARY PLAN DESCRIPTION

FOR

THE ANIMATION GUILD

401(K) PLAN

Effective May 1st, 2015

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THE ANIMATION GUILD 401(K) PLAN
AS OF MAY 1ST, 2015

This booklet describes the principal features of the Animation Guild 401(k) Plan (the “Plan”). It does not try to cover all of the detailed provisions contained in the Plan document and related Trust Agreement. It is a summary of the provisions of the Plan in language understandable to the average participant. This description contains certain technical information that is required to be included under the Employee Retirement Income Security Act of 1974 (“ERISA”). The specific legal rules that govern the administration of the Plan and your rights under the Plan are found in the Plan document and related Trust Agreement. Copies of these documents are on file with the Plan Office and are available for your review.

If there is any inconsistency between this Summary Plan Description and the Plan document, the Plan document controls.

PLAN HIGHLIGHTS

Plan Highlights briefly describes the Plan. The rest of this booklet explains in greater detail how the Plan works.

The 401(k) Plan:

- Lets you save 2% or more of your pay. You reduce your total taxable income by saving under the Plan. That reduces your current taxes. You will be taxed on this money when you receive it later as a benefit.
- Provides that your account resulting from any money you contribute always belongs to you.
- Gives you tax deferral on any earnings until you receive them as benefits.
- Offers several different ways to receive your benefits. You choose the right way for you.

If you are already making 401(k) contributions, you are on your way to a more secure future. If you haven’t signed up to make 401(k) contributions, there’s still time to start.

About the Booklet

This booklet is the Summary Plan Description. It explains how the Plan currently works, when you qualify for benefits, and other information.

The Plan is much more detailed and it governs your benefits.

Ask the Plan Administrator if you have any questions. Part 6 of this booklet lists the Plan Administrator’s address and phone number.

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PART 1
JOINING THE PLAN

When You May Join

You may join the Plan as an active member on any day on or after you meet all of these requirements:

- You are an Eligible Employee.
- You have been employed by a participating employer at least 90 days after your initial date of hire.
- You are age 21 or older.

Eligible Employee means your employment classification is one of the following:

- You are represented for collective bargaining purposes by the Animation Guild, Local 839 I.A.T.S.E. and are employed by an employer whose employees participate in the Plan.
- You are a staff employee employed by the Animation Guild, Local 839 I.A.T.S.E.
- You are represented for collective bargaining purposes by the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists & Allied Crafts of the United States and Canada and are covered by a collective bargaining agreement that provides for participation in the Plan.

Participants and beneficiaries may receive from the Plan Administrator, upon written request to the Plan Administrator, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

Signing Up

To make 401(k) contributions, you must complete a "salary deferral agreement" before the pay period in which you want to start contributions. Part 2 tells you more about these contributions.

You need to complete a form naming the beneficiary that will receive any death benefit if you die before retirement. If you name someone other than your spouse, your spouse must agree to your selection. Part 5 tells you more about your spouse's rights.

You must complete a form telling us how you wish to use the investment options available for your account. Part 3 tells you more about these investment options.

Changes in Your Membership

You become an inactive member on the date you are no longer an Eligible Employee.

You stop being a member on the date you are not an Eligible Employee and your account balance is zero.

You rejoin the plan as an active member when you work another hour for a participating employer as an Eligible Employee.

You become an inactive member on the effective date of complete termination of the Plan.

PART 2 **CONTRIBUTIONS TO THE PLAN**

Why You Should Consider Making Contributions to the Plan

You are not required to participate in the Plan. However, when you elect to defer a portion of your compensation, you are saving for your future. The money contributed on your behalf to your account is your money and cannot be reduced except by negative investment performance. You also have the following benefits when you make contributions:

- The amount of your taxable income for the year is reduced by the amount of your contributions. You do not pay tax on these contributions until you or your designated beneficiary receives distributions from your account. This means you pay less tax currently.
- The money contributed to your account as a result of your deferral is paid into a tax exempt trust (the “Trust”). Any income on your account in the Trust is also currently tax free. This means that you pay no tax on the amount deferred or the income earned by your money in the Trust until you or your designated beneficiary receive distributions.
- You will pay income tax on your account and the income that it has earned when you receive distributions from your account. However, depending on the tax laws in effect at that time, you may be entitled to favorable tax treatment on distributions paid after your retirement. Therefore, you may pay fewer tax dollars on the amount you elect to defer than you would have had you not elected a deferral and paid the taxes currently.

Contributions must be taken into account for Social Security and Medicare purposes when such contributions are made to the Plan and your compensation will be subject to Social Security and Medicare withholding taxes for such amounts.

Because tax consequences vary depending on such factors as age, marital status, other income and method or methods of distribution, you are urged to consult a qualified tax advisor to determine how Plan provisions and the tax laws will affect you.

How to Make Contributions to the Plan

When you sign up, you tell us how much of your pay you want to defer. You may defer 2% or more of your pay (in whole percentages only). You may not defer more than 40% of your pay for the Plan year. Federal law also limits the amount you can save. You can find information about these limits at the end of Part 2.

You sign up by completing a salary deferral agreement. You may begin your savings contributions on the date you enter the Plan. If you don't begin contributions at that time, you may begin or change the amount of contributions at any time. You may stop your savings contributions at any time. You must complete a salary deferral agreement in writing before the pay period in which these contributions begin, change or stop.

Helpful Terms

Pay is your total pay including your before-tax savings contributions. However, pay excludes any expense repayments or other allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.

For employees employed by Disney, pay shall exclude any bonuses.

Limits on Plan Contributions

The law limits the amount you may save in any tax year. For 2015, the limit under all plans of our type is \$18,000. This limit is adjusted each year. You may be eligible for a higher limit if you are age 50 or older. Please contact the Plan Administrator for more details.

If you are also a member of a plan of an unrelated employer, the contribution limit applies to the amount you save under both plans. If you are over the limit, you should request one or both plans to pay any excess to you. Only amounts over the limit may be paid to you, but you may choose whether it is paid from one or both plans. If you don't have the excess paid to you, it is taxable to you, but stays in the plans and may be taxed again later when you receive it. Under the Plan, you must tell the Plan Administrator by March 1 of the following year if you want any excess paid to you.

In addition, several other laws limit the maximum amount of compensation that you can elect to defer and the amount of pay that may be used to determine contributions. These limitations primarily affect "Highly Compensated Employees" who participate in the Plan. Because of these limits, the Plan may either restrict the amount you can contribute in the future, or return contributions you make which are over the limit. Your returned savings contributions will be treated as regular taxable income.

If you are a "Highly Compensated Employee" and want to know more about these limits, ask the Plan Administrator.

PART 3 **YOUR ACCOUNT: OWNERSHIP AND GENERAL INFORMATION**

Your Account

Your contributions are credited to your account. Your account equals the current value of these contributions and any earnings on these contributions.

Investing Your Account

You direct the investment of the money in your account. You may choose to invest your money in one or more of the Investment Accounts offered under the Plan. The value of your investments will increase or decrease depending on the investment performance of the Investment Accounts you select. The Investment Accounts and the particular types of investments made by each, as well as the risk associated with each, are described in documents that have been made available to you. If you have not received these documents you should contact the Plan Administrator.

The trustees decide which Investment Accounts are available. Some Investment Accounts might have penalties or charges that apply when you remove money from them. The Plan Administrator can tell you more about these and when they will apply.

Investment management fees for the Investment Accounts are deducted from the Account investment returns. Fees deducted from an Account reduce the investment return for that Account.

As with any investment, there are risks involved with investing in the above-mentioned Accounts. Each investment fund offers its own risks and potential return. No assurances can be given that investment losses will not occur in connection with any of the Accounts. The Plan cannot, and does not, make any specific investment recommendations, nor does it guarantee Plan participants' safety against investment losses. None of the Investment Accounts are insured or guaranteed by the U.S. government. The Plan is intended to satisfy the requirements of Section 404(c) of ERISA. Therefore, the Plan Administrator and the Trustees may not be liable for any investment losses resulting from an investment election made by a participant.

Information about your account balance, available investment options, procedures to make changes in your investment direction and transferring existing account balances is available by calling Vanguard at 800-523-1188, Monday through Friday 8:30 a.m. to 9 p.m., Eastern time. Highly trained customer service representatives can answer your questions and guide you through transactions. Vanguard also offers an internet web site at retirementplans.vanguard.com that has account balance information, a summary of the various investment options and answers to frequently asked questions.

Vesting in Your Account

The part of your account you own (to which you always have a right) is called your vested account. Under the Plan, you are always 100% vested in your total account.

Borrowing From Your Account

Loans are available under the Plan for all members. As rules issued by the Department of Labor emphasize, however, the Plan's primary purpose is to provide retirement income for you. These rules help make sure your money is available when you retire.

Loans are made on a reasonably equal basis under the Plan's loan policy. That means the limits and rules in the following paragraphs apply in the same way to all such members.

The loan will be limited to the amount you may borrow without the loan being treated as a taxable distribution to you under applicable tax rules. Generally, the loan may not be more than 50% of your vested account or \$50,000, if less. The minimum loan is \$1,000. You may be granted only one loan during any one-year period and only one loan may be outstanding at a time. However, you may increase the amount of an existing loan so long as you agree to repay the increased amount within the term of the original loan. Your vested account will provide the security for the loan. You may not use your account as a security for a loan outside the Plan.

To apply for a loan, you must submit an application to the Loan Administrator either on-line or by telephone. A penalty or charge might apply if you take a loan. Talk with the Loan Administrator before you complete the application.

The interest rate for your loan will be based on the rates available for similar loans from commercial lending institutions. The Loan Administrator periodically examines the rates such lenders are using. Once a loan is granted, the interest rate on that loan will not change.

Before receiving a loan, you must agree to repay the loan according to the terms described in the “promissory note” for your loan. A promissory note is a legal document containing information about your loan such as the amount loaned to you, the interest charged, the repayment schedule, and any processing fees or late charges. You must assign the security for the loan to the Plan when the loan is granted.

As you repay the loan, the principal and interest are credited to your account. A loan to a member does not affect the account of any other member.

Payment due dates and the length of the repayment period will be set out in the promissory note. Payments will be due at least monthly. The repayment period won’t be longer than five years. The only exception to this rule is if, effective April 1, 2015, a loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence, then the maximum period of the loan won’t be longer than thirty years. You may repay the loan before it is due. A penalty may apply if a loan payment is late as set out in the promissory note. A default occurs if a payment is more than 30 days late. Upon default, the Plan may recover the amount due, plus accrued interest, by any legal means, including by withdrawing funds from your vested account that are available for distribution to you.

If any amount remains due more than 90 days, the entire loan outstanding and any other amount due becomes immediately due and payable. To recover the amount due, the Plan may use any part of your vested account available for distribution to you. The outstanding loan amount will also be treated as taxable income to you at that time.

Processing fees, late charges, attorney’s fees and other extra costs incurred by the Plan if you default on a loan, will be charged to your account.

If you are interested in obtaining a loan, contact the Loan Administrator. The Loan Administrator’s contact information can be found in the section entitled “Facts About the Plan” at the end of this summary plan description.

PART 4
WHEN THE PLAN PAYS BENEFITS

Your vested account will be used to provide benefits. This part describes when those benefits are provided.

At Termination of Employment

You may elect to receive your benefits subsequent to any termination of employment with a participating employer. For this purpose, your employment shall not be treated as terminated unless (1) for a period of at least 90 days following termination of employment with a participating employer you do not become reemployed by a participating employer and (2) you sign a form verifying that you have not been employed during such time.

After your termination of employment with a participating employer you may:

- Leave your account in the Plan. It will continue to participate in the Plan investments and provide benefits when you retire, die or reach age 70-1/2, as described in Part 5.
- Have all or any part of your vested account paid to you. You may choose from the forms of benefit described in Part 5. If you don't choose a form, your benefits are paid as described in Part 5.

Benefits paid before you reach age 59-1/2 may be subject to a penalty tax for early withdrawals.

At Age 70-1/2

You must start receiving benefits by April 1st following the calendar year in which you reach age 70-1/2 if you are no longer actively employed. If you have attained age 70-1/2 in a prior calendar year and have not worked during the six-month period ending on an April 1, you will be treated as having separated from service during the calendar year immediately preceding that April 1. Your benefits will be paid as described in Part 5.

At Death

If you die before benefits start, your vested account will be paid to your spouse or beneficiary under one or more of the forms available under the Plan (see Part 5).

If you die after you start receiving benefits, death benefits will be paid according to the form of payment you chose.

Withdrawals From Your Account

If you have a financial hardship, you may be able to withdraw all or any part of your vested account resulting from savings contributions (but none of the income earned on such contributions).

Financial hardship means your need is immediate and heavy. The Plan allows hardship withdrawals for these reasons:

- To pay medical expenses for you, your spouse or your dependents (as defined in Section 152 of the Internal Revenue Code) which are not repaid to you by insurance or otherwise.
- To purchase your primary home, stop your eviction from your primary home, or stop foreclosure on such home.
- To pay tuition and related educational fees for the next 12 months of college for you or your spouse, child, or dependent.
- To pay burial or funeral expenses for your parent, spouse, children or other dependent.
- To pay for the repair of damage to your principal residence, if the expense would qualify as a casualty deduction under Section 165 of the Internal Revenue Code.

You may have a withdrawal for financial hardship only if you have no other resources available to satisfy the financial hardship. You may not withdraw more than the amount of your immediate and heavy financial need. The amount of the withdrawal may include the amount of taxes that will result from the withdrawal. After the withdrawal, you may not make savings or other contributions to the Plan and all other plans maintained by your employer for 6 months.

Your request for withdrawal must be in writing on a form provided by Vanguard, must explain the nature of the immediate and heavy financial need and must include any requested documentation. You must also certify to the Plan that you have no other means of satisfying the immediate and heavy financial need. You must complete and return the request before the date of withdrawal.

Qualified Reservist distribution. If you are a “Qualified Reservist” who was ordered or called to active military duty before December 31, 2007, and such active duty lasted for 180 days or more or for an indefinite period, then you may elect to withdraw all or a portion of your account. A “Qualified Reservist” is a reservist or national guardsman as defined in 37 U.S.C. 101(24).

Withdrawals After Age 59-1/2. If you have attained age 59-1/2, you may at any time request to withdraw a portion or all of your account. You are limited to four withdrawals under this paragraph per Plan Year.

Any amounts that you withdraw prior to the time that you attain age 59-1/2 may be subject to tax withholding and tax penalties for early withdrawal. Make sure that you understand your options when making your request. Talk with the Plan Office before you complete the form.

Tax Considerations

Benefits you receive are normally subject to income taxes. You may be able to postpone or reduce the taxes that would otherwise be due. In addition, benefits you receive before age 59-1/2 may be subject to a 10% federal penalty tax and any applicable state penalty taxes.

Because tax consequences vary depending on such factors as age, marital status, other income and method or methods of distribution, you are urged to consult a qualified tax advisor to determine how Plan provisions and the tax laws will affect you.

PART 5 **HOW THE PLAN PAYS BENEFITS**

You make an important choice when you decide how to receive your benefit. Things to consider include the money you will need every month and your tax situation.

You may choose to have your vested account paid under one or more of the optional forms available under the Plan.

Forms to Choose

The Plan offers the following optional forms of benefits:

- Your vested account paid to you in a single sum.
- Monthly, quarterly or annual installments over a period of between five and twenty years.
- Up to four partial distributions per Plan Year of any portion of your Account.

A Spouse's Rights

Federal law gives the following rights to a spouse for his or her protection.

Your spouse must consent in writing before a notary to any other beneficiary you name for benefits which are payable after your death.

PART 6 **IMPORTANT INFORMATION FOR YOU**

Your Rights

(THIS STATEMENT IS REQUIRED BY FEDERAL LAW)

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.

Obtain, upon written request to the Plan Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Office may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you what your benefits would be at normal retirement age if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Qualified Domestic Relations Orders

Under federal law a qualified domestic relations order (QDRO) is a type of order entered pursuant to state domestic relations law that can cause your benefit to be paid to an alternate payee. A copy of the Plan's procedures pertaining to QDROs may be obtained by participants and beneficiaries without charge by contacting the Plan Office.

The Plan Administrator

The Plan Administrator has the full power to decide what the Plan provisions mean; to answer all questions about the Plan, including those about eligibility and benefits; and to supervise the administration of the Plan. The Plan Administrator's decisions are final.

Direct Rollovers

Certain benefits which are payable to you may be paid directly to another retirement plan, individual retirement account or individual retirement annuity. The Plan Office will give you more specific information about this option when it applies.

Past Contributions

Under certain circumstances, you may rollover an amount from another retirement plan to this Plan. The amount comes from contributions made because of your past membership in that other plan. This is a rollover contribution and it becomes a part of your vested account. Rollover contributions must meet Federal rules so ask the Plan Office if you are interested in knowing more about them.

You decide how to use the investment options for your rollover contributions.

Assigning Your Benefits

Benefits under the Plan cannot be assigned, transferred, or pledged to someone else. The Plan does make an exception for certain qualified domestic relations orders which provide marital property rights to a former spouse. The Plan Administrator will set up procedures to determine if a domestic relations order is qualified.

A copy of the Plan's procedures governing qualified domestic relations order determinations may be obtained from the Plan Office at no charge.

Your Social Security Benefits

Your benefits from this Plan are in addition to your benefits from Social Security. You should make your application for Social Security (and Medicare) benefits 3 months before you wish Social Security payments to begin.

Claiming Benefits Under the Plan

Apply for benefits to the Plan Administrator. You'll need to complete all necessary forms and supply needed information, such as the address where you will get your checks.

Your claim will be reviewed and a decision made within 90 days. In some cases the decision may be delayed for an additional 90 days. If so, you will be notified in writing.

If you make a claim and all or part of it is refused, you'll be notified in writing. You'll be told why your claim was refused; the specific provisions of the Plan governing the decision; a description of the Plan's review procedures, including applicable time limits for an appeal; a

description of the right to bring a civil suit after appeal; and what additional information is needed, if any, and why.

You have 60 days after you receive written notice your claim is refused to make a written appeal to the Plan Administrator. You or your representative may submit information and comments in writing and may also, upon request and free of charge, review Plan documents and other information relating to your claim.

A decision will be made on your appeal within 60 days. In some cases the decision may be delayed for an additional 60 days. If so, you will be notified in writing.

You will be notified in writing if your appeal is refused, and will be told the reason or reasons why your appeal was refused and the specific provisions of the Plan governing the decision. You will also receive statements about your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and your right to bring a civil action under ERISA following the refusal on appeal. You must complete the Plan's claims and review procedures before filing suit in court.

Any legal action for benefits under the Plan must be started within two years of the date of the initial claim for benefits.

Changing or Stopping the Plan

The Plan can be changed at any time by action of the Trustees. We will notify you of any changes that affect your benefits.

Benefits you have earned as of the date the Plan is changed may not be reduced except as required by law. If the Plan is changed, the Plan Office can tell you which benefits and forms of payment are preserved for you.

The Plan can be terminated (stopped) by action of the Trustees. Your account will be held under the Plan and continue to accrue investment earnings until it is used to provide benefits according to the terms of the Plan.

Our Plan and the Pension Benefit Guaranty Corporation (PBGC)

Because the Plan is a defined contribution plan, we keep individual accounts for all members. ERISA excludes plans like this one from insurance provided through the PBGC.

FACTS ABOUT THE PLAN

Plan Sponsor: Board of Trustees of the Animation Guild 401(k) Plan

Employer Identification Number: 95-1715755

Plan Name: The Animation Guild 401(k) Plan

Plan Number: 001

Type of Plan: 401(k) Profit Sharing Plan intended to comply with ERISA Section 404(c)

Plan Administrator: The Board of Trustees of the Animation Guild 401(k) Plan. Address: 1105 N. Hollywood Way, Burbank, CA 91505, Telephone: (818) 845-7500

Participating Employers and Employee Organizations: Participants and beneficiaries may receive from the Plan Administrator, upon written request to the Plan Administrator, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

Type of Administration: Assets held in trust.

Recordkeeper and Loan Administrator: Vanguard, Telephone 800-523-1188

Plan Year: January 1 through December 31

Trustee(s) of the Plan as of May 1, 2015:

Stephan Zupkas
Steven Hulett
Karen C. Johnson
Mark Stubington
Ted Rubin
Sally Catic

1105 N. Hollywood Way, Burbank, CA 91505-4729

Agent for Legal Process of the Plan

Trustees of the Animation Guild 401(k) Plan

Service of legal process may also be made on a Plan Trustee.

This Plan is maintained pursuant to collective bargaining agreements. A copy of the Plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination.

Animation Guild 401(k) Plan
1105 N. Hollywood Way
Burbank, CA 91505