

**ARTICLE 9A. UNITED SCENIC ARTISTS LOCAL USA 829
401(k) PLAN (No Matching Contributions)**

Subject to satisfaction of the following conditions, the Employer shall recognize the participation by its Employees covered hereunder in the United Scenic Artists Local 829 Retirement 401(k) Plan (the “Plan”), and the Employer shall withhold and contribute or cause to be withheld and contributed on a before tax basis, for each payroll period, the dollar amount or percentage of compensation (not to exceed the lesser of the

statutory IRS dollar maximum amount or 100% of the Employee's compensation), which the Employee has designated in writing to the Employer as the Employee's salary deferral election under the Plan.

The contribution, which shall reduce the Employee's gross compensation by the amount elected by the Employee, shall be deemed an Employer contribution as required by law, although the Employer shall not be required to increase the Employee's gross compensation or to match an amount of the Employee's deferrals into the Plan.

The Employer shall remit each Employee's salary deferrals as required by the Trust Agreement, which currently provides that the Employer shall remit each Employee's salary deferrals as soon as practicable after such amounts are withheld from the Employee's paycheck, but in no event more than fifteen (15) business days after the end of the month in which such salary deferrals apply, by separate check made payable to the United Scenic Artists Local 829 Retirement 401(k) Plan, together with a completed Plan Remittance Form, mailed to the following address:

United Scenic Artists Local 829 Retirement 401(k) Plan
c/o Zenith American Solutions, Inc.
140 Sylvan Avenue, Suite 303
Englewood Cliffs, New Jersey 07632

Employee contributions to the Local USA 829 Pension and Welfare Funds must be figured before any 401(k) salary deferrals.

The Plan shall operate as a Taft-Hartley plan, administered by an independent service provider chosen by the Trustees. The Plan shall continue its current structure and shall operate in accordance with the following:

- (a) There will be no Employer contributions to the 401(k) Plan.
- (b) The Employer shall have no responsibility for any management or administrative costs of the Plan.
- (c) The Employers and the Union will take such measures as are required to limit the liability of the Employers.
- (d) The Trust documents are amended to enable the "Major Producers" collectively to appoint one Employer Trustee and remove or replace that Employer Trustee so appointed.

(e) The bargaining parties agree to recommend to the Trustees of the Plan the adoption of a resolution under which the Plan shall warrant to the Employers that it will timely discharge its duties and responsibilities so as to avoid any liability for the Employers.

(f) The Employer's participation in the Plan is contingent on the Plan's continued qualification as tax-exempt under the provisions of the Internal Revenue Code.