

January 24, 2011

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2009
FOR THE PRODUCER – I.A.T.S.E. AND M.P.T.A.A.C.
VIDEOTAPE ELECTRONICS SUPPLEMENTAL BASIC AGREEMENT**

This Memorandum of Agreement is entered into between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of those Producers listed on Exhibit "A" attached hereto and those Producers which have effectively consented to be part of the single multi-employer bargaining unit, on the other hand, and reflects the complete understanding reached between the parties as to the terms of the successor Agreement to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement of 2006 ("the 2006 Videotape Agreement").

All of the terms and conditions of the 2006 Videotape Agreement shall remain unchanged, except as modified below and subject to conforming changes:

1. Term

The term of the 2009 Videotape Agreement shall commence on October 1, 2009 and shall terminate on September 30, 2012.

2. Wage Rates

Increase wage rates for all productions covered under the Videotape Agreement (or those to which Videotape Agreement rates apply) as follows:

Effective October 4, 2009, increase rates by 3%;
Effective October 3, 2010, increase rates by 3%; and
Effective October 2, 2011, increase rates by 3%.

These increases shall be compounded.

3. Pension and Health Package

The parties agree on the following benefit package:

(a) Health Plan

- (i) Increase the hourly contribution rate to the Active Health Plan by thirty-five cents (\$.35) per hour effective October 4, 2009, by an additional

thirty-five cents (\$.35) per hour effective October 3, 2010 and by an additional thirty-five cents (\$.35) per hour effective October 2, 2011.

- (ii) The consultants for the Health Fund shall project the level of reserves in the Active Health Fund and in the Retired Employees Plan on a quarterly basis during the term of the 2009 IATSE Basic Agreement. Should the consultants project that the level of reserves in the Active Health Fund will fall below ten (10) months during the term of that Agreement, then the Employers shall contribute to the Active Health Fund an additional fifteen cents (\$.15) per hour beginning in the quarter following the issuance of such projection, but in no event earlier than October 3, 2010, and an additional fifteen cents (\$.15) per hour effective October 2, 2011. However, should the consultants project that the level of reserves in the Active Health Fund will fall below six (6) months prior to October 2, 2011, or that the level of reserves in the Retired Employees Plan will fall below eight (8) months prior to October 2, 2011, then the second additional fifteen cents (\$.15) per hour contribution referred to in the preceding sentence shall go into effect beginning in the quarter following the issuance of such projection, rather than on October 2, 2011.
- (iii) If, at any time during the term of the 2009 IATSE Basic Agreement, the consultants project that the level of reserves in the Active Health Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Plan will fall below eight (8) months, then the IATSE will reallocate up to one percent (1%) from wages and/or the Individual Account Plan, or any combination thereof, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.
- (iv) The bargaining parties hereby recommend to the Directors of the Health Plan the adoption of the Plan design changes set forth below:
 - (A) Professional/Hospital Co-Pays
 - (1) Raise the emergency room co-pay from \$50 to \$100.
 - (2) Raise the preferred provider office co-pay from \$25 to \$30 for those persons living within the MPTF area, but choosing not to use the Motion Picture and Television Fund (MPTF) health system. For those persons utilizing the MPTF health system, add a \$5 co-pay on MPTF services.
 - (3) Raise HMO office co-pays from \$0/\$5 to \$15.
 - (4) Introduce a \$100 co-pay for hospital admission.

(B) Hospital and Professional Non-Network Co-insurance

- (1) Reduce the co-insurance payment to fifty percent (50%) for all non-network care, with no out-of-pocket limit.
- (2) Reduce the out-of-network usual and customary allowance from the 85th percentile to the 70th percentile.
- (3) Introduce a ten percent (10%) participant co-insurance on hospital care (which includes increasing the out-of-pocket limit from \$800 to \$1,000 for professional and hospital services).

(C) Prescription Drugs

- (1) Introduce mandatory mail order drugs with co-pays for a 90-day supply at 2.5 times the retail co-pay for a 30-day supply.
- (2) Introduce full-cost brand drugs when generic equivalent is available.
- (3) Increase all brand co-pays by \$5.
- (4) Increase non-preferred brand co-pays by an additional \$5 for active participants only.
- (5) Eliminate Drug Plan Coverage for PPIs (clinical appeals allowed).
- (6) Eliminate Drug Plan Coverage for NSAs (clinical appeals allowed).

(D) Plan Coordination Provisions

- (1) Introduce coordination of benefits for the prescription drug plan.
- (2) Implement Medicare Part B coordination of benefits for prescription drugs.
- (3) Change coordination of benefits approach on medical benefits to carve-out approach.

(E) Eligibility for Health Coverage

Effective July 31, 2011, increase the number of hours needed to establish eligibility for six (6) months of health benefits from 300 hours to 400 hours.

(b) Pension Plan

The bargaining parties agree to recommend to the Directors of the Pension Plan that employees who retired prior to August 1, 2009 shall be entitled to a thirteenth and fourteenth check on or about November 1st of each year of the 2009 Agreement.

4. **Productions Made for New Media**

Replace the Sideletter re "Programs Made for the Internet" in the IATSE Videotape Electronics Supplemental Basic Agreement with the following:

Re: Productions Made for New Media

This Sideletter confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter "the IATSE"), on behalf of itself and its West Coast Studio Local Unions, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers it represented in the negotiations for a successor agreement to the 2006 Producer – IATSE Videotape Electronics Supplemental Basic Agreement (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Producer – IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement") that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter collectively referred to as "New Media").¹ With respect to such productions intended for initial use in new media, the parties agree as follows:

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

A. Recognition

The Producer recognizes the IATSE as the exclusive bargaining representative of employees employed in the job classifications covered by, and within the geographic scope of, the Videotape Agreement on entertainment motion pictures of the type traditionally covered under that Agreement which are intended for initial exhibition in New Media, but excluding news, sports, documentaries and “Experimental New Media Productions,” as that term is defined below.

B. Coverage

Coverage shall be at the Producer’s option with respect to “Experimental New Media Productions.” Should the Producer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

An “Experimental New Media Production” is defined as any Original New Media Production recorded on videotape: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide Agreement between Employers and the IATSE, or a Local thereof, covering theatrical and/or television productions as well as productions made for new media (including the Theatrical Low Budget Agreement). With respect to any employee working within the geographic scope of the Basic or Videotape Agreement, such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or on the New Media Roster established pursuant to Paragraph E.(3) below of this Sideletter or the corresponding sideletter in the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the Videotape Agreement or the West Coast Studio Local Agreement covering that classification, the Theatrical Low Budget Agreement or on New Media Productions covered under this Sideletter or the corresponding sideletter in the Basic Agreement.² With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement

² The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the “thirty (30) or more days of work experience within the last three (3) years” requirement.

and/or on New Media Productions covered under such Agreement.³

Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping, regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Producer began production of an "Experimental New Media Production" which the Producer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B., and such employees meet the description in either the second or third sentence of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph, but including at least one employee covered under this sideletter, then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Producer shall use reasonable efforts to notify the IATSE that it intends to cover an "Experimental New Media Production" by the start of recording of the production.

³ The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last three (3) years" requirement.

C. Derivative New Media Productions

A “Derivative New Media Production” is a scripted dramatic production for New Media based on an existing scripted dramatic television motion picture covered by the Videotape Agreement that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”).

Employees may be employed by a Producer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative New Media Production shall be considered part of the workday for the Employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment are freely negotiable between the Employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to Employees.

A production made for New Media that is based on an existing non-dramatic entertainment television motion picture covered by the Videotape Agreement shall not be considered a “Derivative New Media Production.”

D. Terms and Conditions of Employment on Original New Media Productions

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to Employees.

E. Other Provisions

(1) Union Security

The provisions of Article II, “Union Security,” of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this sideletter and on motion pictures of the type traditionally covered under the Videotape Agreement.

The Union acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of the IATSE or the applicable Local Union hereunder.

(2) Pension, Health and Individual Account Plans

On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Producer's only obligation hereunder shall be to make contributions to the Active Health Fund, as required by Article XII of the Basic Agreement, and to the Retired Employees Fund, as required by Article XIV of the Basic Agreement, on behalf of each Employee employed under the terms of this Sideletter.

On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when Employees are assigned by the Producer to a Derivative New Media Production as part of their regular workday on the source production, Producer shall be obligated to make pension, health and Individual Account Plan contributions in accordance with the provisions of Articles XII, XIII, XIII.A. and XIV of the Basic Agreement (except that the percentage contribution to the Individual Account Plan shall be as provided in the Videotape Agreement).

(3) Preference of Employment/Industry Experience Roster/New Media Roster

There shall be no preference of employment of any kind or nature in the employment of Employees on New Media Productions hereunder. The provisions of the Videotape Agreement relating to Preference of Employment and to the Industry Experience Roster shall not be applicable to New Media Productions, except to the extent provided below. An Employee need not be on the Industry Experience Roster, nor on the New Media Roster described below, in order to be employed on a New Media Production.

Work on New Media Productions in job classifications covered by and within the geographic scope of the Videotape Agreement, for which the same work, if done on a television motion picture, would qualify for placement on the Industry Experience Roster, shall be counted for purposes of placement on a New Media Roster to be established by the parties. Any individual with thirty (30) days of such work experience shall be added to such New Media Roster. If an individual has worked in more than one classification on a single New Media Production, the Producer of such New Media Production shall identify the employee's primary skill for purposes of determining the classification to which such person's

workdays shall be credited for purposes of placement on the New Media Roster.

Each applicant for placement on the New Media Roster shall have the burden of establishing his or her eligibility. The applicant must file an application with Contract Services Administration Trust Fund ("CSATF") within six (6) months after the completion of the work experience required for eligibility. Such application must be perfected no later than one (1) year following the date of the last work day to be considered as qualifying experience. Such application shall be subject to appropriate verification by CSATF. The applicant shall provide I-9 information to CSATF as a condition of placement on the New Media Roster.

Any person on the New Media Roster who works an additional one hundred twenty (120) days on New Media Productions covered under this Sideletter, or a combined total of one hundred twenty (120) days on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Basic or Videotape Agreement, in the same classification in which he/she is listed on the New Media Roster following placement thereon shall be entitled to be transferred to the Industry Experience Roster in that classification.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an Employee employed by Producer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article XXXII of the Basic Agreement, except that references therein to "the Local Union" shall be replaced with "the IATSE" and the provisions with respect to the Step Two Conciliation Committee shall be deleted.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions made for New Media and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Producer. The Producer agrees not to engage in any lockout of its Employees employed hereunder during the term of this Agreement.

(7) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to Employees employed on New Media Productions.

F. Reuse of New Media Programs

The following shall apply only to scripted dramatic productions made for New Media that are covered by and subject to the terms of this Sideletter:

Only those covered New Media Productions on which two (2) or more employees are employed by the Producer under the Videotape Agreement shall generate residual payments and then only for reuse in New Media as provided below:

- (1) The Producer shall have the right to use an Original New Media Production budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) on any new media platform without limitation as to time, and without payment of residuals.
- (2) The Producer shall have the right to use an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) without the payment of residuals under the following circumstances:
 - (a) When such New Media Production is used on any free-to-the-consumer, advertiser-supported platform; and
 - (b) When such New Media Production is first released on a consumer pay platform (*i.e.*, download-to-rent, download-to-own or paid streaming), even if it is subsequently released on a free-to-the-consumer advertiser-supported platform.
- (3) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) is initially released on a free-to-the-consumer, advertiser-supported platform and is subsequently released on consumer pay platforms (*i.e.*, download-to-own, download to rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of "Producer's gross," as that term is defined in Paragraph 3 of the "Sideletter re

Exhibition of Motion Pictures via New Media,” attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period.

- (4) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) is initially released simultaneously on free-to-the-consumer, advertiser-supported platforms and to consumer pay platforms (*i.e.*, download-to-own, download-to-rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures via New Media,” realized from any subsequent license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on consumer pay platforms under the first license.
- (5) It is understood that the tests for triggering residual payments under this Sideletter shall be no broader than the tests applicable under the corresponding sideletter of the Basic Agreement, and shall specifically include the understandings set forth in Paragraph F.(3) of the Sideletter re Productions Made for New Media in the Basic Agreement, with appropriate modifications to substitute references to the Videotape Agreement in place of references to the Basic Agreement.

G. “Sunset” Clause

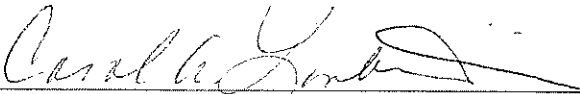
The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Basic Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

5. Committee to Discuss Non-Dramatic Programs

During the term of the Agreement, the parties agree to meet for the purpose of discussing changes in working conditions on non-dramatic programs, with the goals of addressing the competitive problems of producing non-dramatic programs under the Videotape Agreement and of achieving production efficiencies.

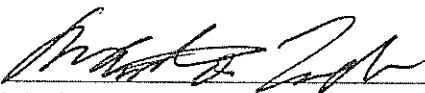
FOR THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN EXHIBIT "A" ATTACHED HERETO, AND THOSE PRODUCERS WHO HAVE EFFECTIVELY CONSENTED TO BE PART OF THE MULTI-EMPLOYER BARGAINING UNIT DESCRIBED IN THE PRODUCER - I.A.T.S.E. AND M.P.T.A.A.C. BASIC AGREEMENT OF 2009



Carol A. Lombardini
President

Date: February 20, 2011

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA



Matthew D. Loeb
President

Date: 2/11/11

EXHIBIT "A"

12:05 AM Productions, L.L.C.
424, Inc.
2929 Productions LLC
90266 Productions, Inc.

A Catch 22 Production, Inc.
ABC Studios
Academy Lighting Consultants, Inc.
Academy of Motion Picture Arts
and Sciences
Accendo Faction, Inc.
AEG Ehrlich Ventures, LLC
Alcon Entertainment, LLC
All Axis Inc.
Allyn Ferguson, Inc.
Am Glad Productions
American Costume Corporation
American Television News, Inc.
Anita Madeira Inc.
Another Diversion Inc.
Arnaeus Music Inc.
Ascension Films, Inc.
Aspect Ration, Inc.
Avalon Family Films, Inc.

Back Door Music, Inc.
Balance Productions, Inc.
The Barn Productions
Beachwood Services Inc.
Beech Street Productions, Inc.
Berghofer Music Inc.
Better Productions, Inc.
Big Beach, LLC
Big City Pictures, Inc.
Bill Melendez Productions, Inc.
Blue Bridge Productions, Inc.
Blue River Music, Inc.
Bold Films, LP
Branch of the Vine, Inc.
Brubel Enterprises, Inc.
Brut Music Inc.

Buck Holzemer Productions, Inc.
The Burning Plain, LLC

C & J Custom Tailoring Inc.
Calabasas Camera Inc.
Cartoon Network Studios, Inc.
Cast & Crew Production Payroll, LTD
Castle Rock Pictures, Inc.
CBS Films Inc.
CBS Studios Inc.
Certain Productions, LLC
Chop Shop LLC
Chords, Inc.
Close It
Columbia Pictures Industries, Inc.
Cornerstone Pictures, Inc.
CPT Holdings, Inc.
Crescent City Pictures, Inc.
Crest Animation Productions Inc.
Crimson Creative Group
Crowned Productions, Inc.
Custom Film Effects, Inc.

DAG Music, Inc.
Delux-O-Matic Inc.
Deluxe Laboratories, Inc.
Denimir Inc.
Digital Domain Productions, Inc.
Diva Music, Inc.
DJ Audio, Inc.
Don Nemitz Inc.
Downtown Reel Productions, Inc.
The Dub Stage Inc.
Duets Productions, Inc.
Duly Noted Inc.
DW Dramatic Television LLC
DW Productions LLC
DW SKG TV LLC

Emcel Inc.
Emkar Productions, Inc.
EPSG Management Services

Evans/McNamara
 Eye Productions Inc.

 Falcon Hill Films, Inc.
 Family Productions, Inc.
 Favian Wigs Inc.
 Fife Dreams Inc.
 Film Payment Services, Inc.
 Filmarc, Ltd.
 Final Stretch Productions, Inc.
 Focus Features Productions, Inc.
 foreignfilms, LLC
 FPS Payroll Services, Inc.

 Garrett Musical Services Inc.
 Gibbons, Ltd.
 Gigeng Productions, Inc.
 Goldberg & O'Reily Entertainment, Inc.
 Gone Fission, Inc.
 Good Films, Inc.
 Granada US Productions, Inc.
 Green Scarf Productions, Inc.
 Green Set Inc.
 The Greenblatt Janollari Studio, Inc.
 Groundswell Productions II, LLC

 H & K Financial Services, Inc.
 HACOZ, Inc.
 HDNM Entertainment LLC
 Hollywood Camera Inc.
 Hostage Productions, Inc.
 House of Props Inc.
 Hurt Locker, LLC

 I Like Pie, Inc.
 Ian Underwood, Inc.
 Independent Studio Services Inc.

 J.C. Backings Corporation
 Jeff Margolis Productions, Inc.
 Jimala Enterprises, Inc.
 John David Ridge, Inc.
 J.P.C. Music, Inc.
 J-Mac Music, Inc.
 Juber Productions, Inc.
 JWS Productions, Inc.

 K&P Costume Company
 Karma Kollektive, Inc.
 Kennedy Center Honors Productions
 Kidzhouse Entertainment, LLC
 KKZK Productions, Inc.

 Lakeshore Entertainment Group LLC
 Larchmont Productions, Inc.
 LDC Productions, LLC
 LeBow Music & Multimedia, Inc.
 Les Enfants Terribles, Corp.
 Lightheaded Entertainment, Inc.
 Liquid Music, Inc.
 Lordic, Inc.

 M.E. & Me Costumes, Inc. DBA:
 Bill Hargate Costumes
 Mackston Soundworks, Inc.
 MacWilliams Kirchner Sanders &
 Partners, Inc.
 Magic Box Films LLC
 Malke, LLP
 Marcal Productions, Inc.
 Mardi Kleppel Inc. dba Tuesday Films
 Marilyn J. Madsen
 Martell Sound, Inc.
 Marvin Music Co., Inc.
 Matt-Man Music, Inc.
 Matthew Ferraro Music Inc.
 Max Ave. Productions, LLC
 McGee Street Productions, Inc.
 McNamara Film Company, LLC
 Melody Maker Music Services, Inc.
 Mentor Films, Inc.
 Metro Goldwyn Mayer Pictures Inc.
 Mettafilm, Inc.
 MFV Productions LLC
 MGM Television Entertainment Inc.
 Mi Myoozik Corporation
 Milagro Films, Inc.
 Milk Productions, LLC
 MJV Productions Inc.
 Momorama Co.
 Monarch Consulting, Inc. dba PAEINC
 Monet Lane Prod., Inc.

Moose Muffle Music, Inc.
 MOP Productions, Inc.
 Morton Jankel Zander Inc/MJZ
 Motion Control Systems (MCSI)
 Movieart Inc.
 MPI (Miramax Productions, Inc.)
 Mr. Big Film, Inc.
 Murphy Balance Engineering
 Music & Health, Inc.
 Muttenberger, Inc.

Nadia Bronson & Associates, Inc.
 National Studios, Inc.
 National Television, LLC
 Negative People, Inc.
 New Line Productions, Inc.
 The New Media Firm, Inc.
 New Regency Productions, Inc.
 Nova Music Incorporated

O D Music, Inc.
 Off & On Production, LLC
 Oolala! Productions, Inc.
 Open 4 Business Productions LLC
 Overt Operations Inc.
 Overture Enterprises, Inc.

Pacific Title & Art Studios, Inc.
 Palmera Productions, Inc.
 Pandora Film Services, Inc.
 Paramount Pictures Corporation
 Park Pictures, LLC
 Patrick Williams Enterprises, Inc.
 PDEI, Inc.
 Perdido Productions, Inc.
 Phasmatrope Studios LLC
 Pierpoline Films, Inc.
 Production Partners, Inc.
 PSYOP Live, Inc.

Quantum Payroll Services Inc.

Regency Television Productions, Inc.
 Renaissance Digital, Inc.
 Resinous Music, Inc.
 Resort Music, Inc.

Rhomboid Music, Inc.
 Riot Drum Music Corp.
 The Road Productions, LLC
 The Robert Simonds Co.
 Rocart, Inc.
 Rogue Films Ltd
 Rogue Pictures Productions, a division of
 Focus Features Productions, Inc.
 Rondinia Inc.
 Royce Productions Inc.

S & L Tramondo Inc.
 San Francisco Symphony
 The Scenic Express, Inc.
 Secretbee Productions, Inc.
 Seven Arts Pictures Inc.
 Shaler Entertainment Pictures, LLC
 Shangri-La Pictures, LLC
 Sight & Sound Production Services, Inc.
 SKE Productions, LLC
 Smart People, Inc.
 Sonic Kitchen
 Sony Pictures Studios, Inc.
 Stage 6 Films, Inc.
 Starz Independent, LLC
 Step Up 2 Productions, Inc.
 Storybook Productions, Inc.
 Stratforde Corporation
 Strike-a-Match Productions
 Studio Art & Technology Inc.
 Sunny Television Productions, Inc.
 Sunset Las Palmas Productions, Inc.
 Synapses Media, Inc. dba
 Mindfield Pictures, Inc.

T Salvation Productions, LLC
 The Ten Film LLC
 Three Good Men, LLC
 Ticino Music, Inc.
 Tipitina, Inc.
 Tom T. Animation, Inc.
 Troika Production Group, LLC
 TTL (The Traveling Lab)
 Turner Films, Inc. dba Turner Television
 TVM Productions, Inc.

Twentieth Century Fox Film Corporation
Two Lovers, LLC

UA Productions Inc.
Universal City Studios LLLP
Universal Network Television LLC
Universal Payroll Service, Inc.
Untitled, Inc.
Upbeat Post, Inc.

Walden Media Productions LLC
Walt Disney Pictures
Warner Bros. Advanced Media
Services Inc. (except IATSE Local #683)

Warner Bros. Pictures
Warner Bros. Studio Facilities
Warner Bros. Television
Warner Specialty Productions Inc.
Watchman Productions, Inc.
Western Costume Company
Westwind Studios, LLC
Whitewater Films, Inc.
Wildfire Studios, LLC
Wings Wildlife Productions, Inc.

Zcnfilm, LLC
Zydeco Productions, LLC