

January 7, 2009

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2008 BETWEEN
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS,
ON THE ONE HAND, AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AND THEATRICAL, RADIO,
TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS, MOTION PICTURE, FILM,
EXHIBITION, AND ORCHESTRA CHAUFFEURS AND HELPERS, LOCAL #817,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ON THE OTHER HAND
(CASTING DIRECTORS)**

This Memorandum of Agreement is entered into as of October 1, 2008 between Studio Transportation Drivers, Local #399, International Brotherhood of Teamsters, and Theatrical, Radio, Television, Field Equipment, Sound Trucks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local #817, International Brotherhood of Teamsters, on the one hand (hereinafter "the Union" or "the Unions"), and the Alliance of Motion Picture & Television Producers (hereinafter "AMPTP"), on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers" and listed in the attached Exhibit "A"), on the other hand.

This Memorandum of Agreement modifies the provisions of the Memorandum of Agreement of January 29, 2006 between the Unions and the Producers represented by the AMPTP and reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

Until such time as the Memorandum of Agreement of January 29, 2006 can be amended in accordance with the changes set forth herein, this Memorandum of Agreement, together with the remaining unchanged provisions of the Memorandum of Agreement of January 29, 2006, shall be deemed to be the 2008 Casting Directors Agreement.

WITNESSETH:

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT

The term of the Agreement shall be for three (3) years, commencing on October 1, 2008 and terminating on September 30, 2011.

2. PENSION AND HEALTH CONTRIBUTIONS

During the term of this Agreement, contribution rates to the Motion Picture Industry Pension and Health Plans (but not to the Individual Account Plan) shall be increased at the same time and by the same amount as such rates are increased for the IATSE as a result of the negotiation of a successor agreement to the 2006 Producer - IATSE Basic Agreement. Until such time as such increase(s), if any, goes into effect, contributions shall be made on an hourly basis at the following rates:

Active Health Plan

Medical: \$1.458 per hour
Dental: \$0.187 per hour
Vision: \$0.05 per hour

Retiree Health Plan

Medical: \$0.30 per hour
Dental: \$0.051 per hour
Vision: \$0.02 per hour

Pension Plan \$1.2665 per hour

Individual Account Plan \$0.305 per hour

Contributions on behalf of employees engaged on an “on-call” basis shall be based upon sixty (60) hours per week, except that for “on call” employees employed for less than a full workweek (*i.e.*, less than five (5) days), contributions shall be based upon twelve (12) hours per day. Contributions on behalf of employees engaged on an hourly basis shall be made for each hour worked or guaranteed.

3. INDIVIDUAL ACCOUNT PLAN (PERCENTAGE CONTRIBUTION)

Effective September 28, 2008, the Employer shall increase the percentage contribution to the Individual Account Plan, on behalf of each Casting Director and Associate Casting Director employed, by one percent (1%), for a total of three percent (3%), of the “weekly base rate,” as defined below, for each full workweek of employment.

Effective October 3, 2010, the Employer shall increase the percentage contribution to the Individual Account Plan by one percent (1%) of the “weekly base rate” for each full workweek of employment, for a total of four percent (4%) of the “weekly base rate.”

The “weekly base rate,” for purposes of calculating the percentage contribution to the Individual Account Plan (irrespective of whether the Casting Director or Associate Casting Director is paid more or less than this amount), shall be as follows:

For Casting Directors employed on theatrical motion pictures:	\$2,500/week
For Casting Directors employed on television motion pictures:	\$2,000/week
For Associate Casting Directors employed on television or theatrical motion pictures:	\$700/week

The "weekly base rate" shall be prorated at the rate of one-fifth of said amount for each day worked when the Casting Director or Associate Casting Director is employed for less than a full workweek.

4. MINIMUM SALARY RATES FOR ASSOCIATE CASTING DIRECTORS EMPLOYED ON TELEVISION MOTION PICTURES

The minimum salary rate for Associate Casting Directors employed on television motion pictures will continue to be subject to individual negotiation until January 4, 2009. Effective January 5, 2009, Associate Casting Directors employed on television motion pictures shall be compensated at no less than the minimum rates set forth below:

- Effective January 5, 2009 – \$ 9.64 per hour;
- Effective October 4, 2009 – \$10.00 per hour;
- Effective October 3, 2010 – \$10.36 per hour.

Overtime for Associate Casting Directors employed on television motion pictures shall be payable at the rate of one and one-half times the employee's regular basic hourly rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. However, daily and weekly overtime shall not be compounded.

5. NEW MEDIA

Should the Unions so request, the Producers agree to discuss new media issues with the Unions during the term of this Agreement.

6. EMPLOYMENT OF TEAMS

The parties hereby confirm that when a team of Casting Directors is engaged for a production, only those members of the team who are actually rendering covered services on the production shall be entitled to pension and health contributions, regardless of the fact that other members of the team receive screen credit on the production.

FOR THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHO HAVE EFFECTIVELY CONSENTED TO BE PART OF THE SAID MULTI-EMPLOYER BARGAINING UNIT

By:  Date: 1/30/09

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 1/12/09

FOR THEATRICAL, RADIO, TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS, MOTION PICTURE, FILM, EXHIBITION, AND ORCHESTRA CHAUFFEURS AND HELPERS, LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

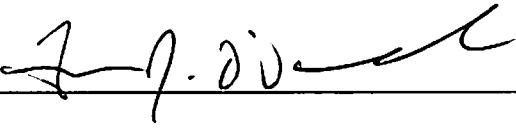
By:  Date: 1/27/09

EXHIBIT "A"

2929 Productions LLC

Alcon Entertainment, LLC
Allenford Productions, Inc.

The Barn Productions
Big Beach, LLC

Canterbury Productions, Inc.
CBS Films Inc.
CBS Studios Inc.
City Squirrel Films Inc.
Columbia Pictures Industries, Inc.

DW Dramatic Television L.L.C.
DW Studios Productions L.L.C.
DW SKG TV L.L.C.

Everything is Alright LLC

Focus Features Productions, Inc.
FTP Productions, LLC

Goode Family Productions, LLC
Greek Productions, Inc.

Hostage Productions, Inc.
Hudson Productions, Inc.

In The River, LLC

KFJ Productions LLC

Metro-Goldwyn-Mayer Pictures Inc.
Montrose Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.
Pacific Bay Entertainment Inc.
Pageant Productions, LLC

Palmera Productions, Inc.
Pandora Film Services, Inc.
Paramount Pictures Corporation
Perdido Productions, Inc.
Pierpoline Films Inc.
PRODCO, INC.
Purple Pictures, LLC

Regency Productions Inc.
Remote Broadcasting Television, Inc.
Rocart Inc.
Rogue Pictures Productions

Sony Pictures Television, Inc.
SPRODCO, INC.
Stratforde Corporation
Sunset Las Palmas Productions, Inc.
Surviving Suburbia, LLC

Three Good Men, LLC
Topanga Productions, Inc.
Touchstone Television Productions, LLC
d/b/a ABC Studios
TriStar Pictures, Inc.
Turner North Center Productions Inc.
Turtle Rock Productions, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation

UA Films, Inc.
Universal City Studios LLLP
Universal Network Television LLC

Very Funny Productions, Inc.

Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Television
Wooster Productions, Inc.