

BUS & TRUCK TOURING AGREEMENT

by and between

**Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC,
Troika Entertainment LLC, Work Light Productions, LLC**

and

I.A.T.S.E.

Effective July 1, 2013 – June 30, 2016

PREAMBLE

This Agreement by and between Big League, NETworks Presentations LLC, Troika, Work Light, and Phoenix (hereinafter referred to as "Employer") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC (hereinafter referred to as "Union" or "IATSE") shall represent the agreement and rules governing employment for traveling stage technicians (hereinafter referred to as "Employees"), for Touring Broadway style musical theatre productions (hereinafter referred to as "Tour") throughout the United States and Canada. All parties agree and acknowledge that where inconsistencies exist between this Agreement and the terms of the Employers' handbooks, if any, the terms of this Agreement shall govern.

ARTICLE ONE—SCOPE AND RECOGNITION

Each of the Employers recognize the Union as the sole and exclusive bargaining agent for all traveling stage technicians including head carpenters, carpenters, lighting technicians, audio technicians, property persons, wardrobe attendants, make-up artists, and hair artists, projection programmer and automated lighting system programmers, now or hereafter employed by Employers, but excluding all other personnel employed by the Employer including, but not limited to, Stage Management employees, Production Managers, front of house employees, performers, band members, all employee guards and all other supervisors as defined in the National Labor Relations Act, as amended, and any other classification of employees not expressly listed herein.

ARTICLE TWO—UNION SECURITY

All Employees in the employ of the Employer as of July 1, 2009, and all such Employees thereafter hired, shall, as a condition of employment, be or become members of the Union not later than thirty (30) days following the Employees first (1st) date of service, and all such Employees, upon being or becoming members of the Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities, and disputes, including reasonable attorney fees, arising out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE THREE—PROJECT/PRODUCTION AGREEMENTS

There shall be signed for each production covered hereunder a Project/Production Agreement connecting signatories to producer-employer entities.

Specimen forms of each of the Project/Production Agreements are attached as **Exhibit A**.

ARTICLE FOUR—QUALIFICATIONS FOR CONTRACTS

With regard to any Tour, an Employer must be either the principal investor, meaning that, Employer's investment must equal a minimum of Fifty percent (50%) or Employer must be the managing member of the legal entity producing the Tour.

The determination of which level of Contract (M or S) each tour will be governed by is set forth herein.

Any tour produced under the Actors' Equity Full Production Contract will utilize the then current terms and conditions of the IATSE Full Pink Contract.

The parties agree that after the term of the initial tour itinerary and/or Booking Season (defined as the 52-week period beginning with the first paid public performance) each Tour will be reviewed and re-qualified based on the succeeding tour itinerary and/or Booking Season. In the event a Tour shall have scheduled a standard summer hiatus without posting closing the Tour may re-qualify for a different level of contract based on the succeeding Tour guarantees and other criteria outlined in Articles 14A and 15A.

The parties agree that in the event the booking and economic parameters of a specific Tour (e.g. a low guarantee for the tour—The Wedding Singer, e.g., a small number of weeks—Cry Baby, e.g., extensive travel requirements, etc.) make the tour's viability questionable under this Agreement, the Parties will meet and discuss with good faith intention to determine the terms which would govern the specific Tour.

ARTICLE FIVE—BONDING

It is the essence of the Agreement and a condition precedent to the engagement of the Employees that the Employer shall have filed and maintain with IATSE satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$2,500 of each covered Employee on a Pink Contract. This deposit shall be returned to the Employer, with any interest accrued, when all wages and benefits due under this Agreement are paid and all grievances, if any, are resolved. Pending resolution of such a grievance, on the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.

ARTICLE SIX—GRIEVANCE AND ARBITRATION

Any difference, dispute, grievance or controversy involving the application or interpretation of any of the terms of this Agreement shall be resolved in the following manner:

The Union or Employer may file a grievance, which shall be set down in writing. Promptly thereafter, the parties shall attempt to resolve the dispute in a meeting with the IATSE International President or his designees and the Employer or its designee.

If the matter is not resolved pursuant to paragraph 1 above, either party shall have the right to refer the matter to final and binding arbitration, with each side to share equally the fees of the arbitration and otherwise to bear its own expenses.

There shall be a board of three (3) arbitrators designated to hear and determine disputes between the Employer on the one-hand and the Union of the other. The three (3) arbitrators are George Nicolau, Martin Scheinman and Alan R. Viana. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrators shall serve for the duration of the Agreement unless the Employer or the Union requests in writing to the other party, the termination of an arbitrator's duties. In such event, or in the event an arbitrator should resign or for other reason be unable to perform arbitrator's duties, one or more successors shall be chosen by mutual agreement of the parties herein or, upon failure of such agreement, an arbitrator shall be selected on a case-by-case basis pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

A single arbitrator shall serve on each case and shall be selected on a rotational basis. Both parties shall contact the arbitrator selected to determine whether he has a date available in the next sixty (60) days. If not, both parties shall contact the next arbitrator in the rotation and shall continue in order until an arbitrator can be selected. If none of the three arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected.

Hearings shall be held in New York City unless the parties to the dispute mutually agree that another location is appropriate due to specific circumstances. In the event it is necessary to hold the arbitration outside of New York City and to select a local arbitrator, the parties to the dispute agree to select such arbitrator and to have such arbitration before the American Arbitration Association in accordance with its Voluntary Arbitrary Rules.

ARTICLE SEVEN—MINIMUM CONDITIONS

All wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. Employees are entitled to negotiate better conditions with an Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any Employee enjoying better conditions will not have his or her wages,

benefits, hours and working conditions reduced in any way as a result of this Agreement.

ARTICLE EIGHT—VOLUNTARY POLITICAL CONTRIBUTIONS

This section will apply to those Employees who have authorized the Employer in writing to deduct from their paychecks the following amounts as political contributions. The Employer agrees to deduct from each Employee's paycheck on a monthly basis an amount equal to .15% = .0015 of the Employee's gross wages and remit that amount to the IATSE Political Action Committee (IATSE PAC) within ten (10) calendar days of the deduction. Along with the check, the Employer will provide the IATSE PAC with the following information: (1) the Employee's name and social security number, (2) the Employee's occupation, and (3) the amount of the Employee's deduction. The Union agrees to reimburse the Employer for the costs of the payroll deduction and will indemnify and hold Employer harmless from any and all liability arising from such deductions.

ARTICLE NINE – NO STRIKE During the term of the Agreement, neither the Union nor the Employees shall engage in or participate in any strike, sympathy strike or any other interruption or disruption of the Tour. Provided however, it shall not be in violation of this provision for the Union and/or the Employees to honor any lawful picket line of the International or any local I.A.T.S.E. union engaged in a strike authorized by the President of the I.A.T.S.E. at the venue where the Tour is performing. The Employer shall not engage in any lockout of the Employees.

ARTICLE TEN—MEDIA, COMMERCIAL USE, PUBLICITY AND PROMOTIONS

In the event a captured production is used for a purpose for which the producer could earn a profit ("commercial use"), a buy-out for all media of one-half weeks' actual salary shall be paid upon the first commercial use, with the exception of productions in New York City. With regard to productions in New York City, Employees covered by this Agreement shall be paid pursuant to the formula used to compensate the House stage crew. In the event of such a use, the Union may conduct an audit appropriate to determine whether a profit can be earned from that use. In the event the production company responsible for the capture no longer exists when payment is due, the League member who had the controlling ownership interest in that production shall be responsible for payment.

No additional compensation shall be paid for show publicity and promotions when the crew is already on call for another purpose. If a special call is needed for publicity, promotions, or show commercials, only those Employees required after consultation with the department heads shall be employed and paid the higher of 1/40th of actual weekly salary per hour or the local prevailing rate. The first two (2) picture calls will be allowed without additional compensation. For all Employees working under the Bus & Truck M Contract, the Employer agrees to contribute to the

I.A.T.S.E. Annuity Fund on behalf of each Employee, an amount equal to fifteen percent (15%) of Employees additional compensation for any special call.

ARTICLE ELEVEN—WARDROBE DEPARTMENT

The following terms and conditions shall apply only to Wardrobe Employees (Heads, Assistants, Personal/Star Dressers). Except as amended in this section, and in Article Thirteen, Section 6(b) (Vacation Plan) all terms and conditions of this Agreement apply to Wardrobe Employees.

1. The Employer agrees to use best efforts to provide a suitable wardrobe room with a window or other means of proper ventilation as well as sanitary conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at Management's expense, of sewing and other equipment furnished by the Employee.
2. Whenever any costume is made, produced or executed by a Wardrobe Employee, whether it is a duplicate of a costume already worn in the show or a garment requested by Management, such employee shall be paid additional compensation, in addition to the regular salary, at a sum to be agreed upon between Management and such Employee.
3. If Wardrobe Employees are required to finish unfinished costumes coming from Costume Houses, Department Stores, or other similar facilities, or to finish costumes on pre-production or after the show is running, additional compensation shall be negotiated between the Supervisor and the Assistant and Management.

ARTICLE TWELVE—PROJECTION PROGRAMMER AND AUTOMATED LIGHTING SYSTEM PROGRAMMER

Should the Employer retain a "Projection Programmer" to program projections on a console/board for a show and/or an "Automated Lighting System Programmer" on a show in which Vari*Lite or another automated lighting system may be utilized, the Employer will retain such person under the terms of this agreement applicable to a Traveling Stage Employee.

1. The Employer shall not be limited in any way as to whom it may retain as a Projection Programmer and/or an "Automated Lighting System Programmer." Without limiting the foregoing, the parties recognize that the Employer shall be free to hire for the position of Projection Programmer and/or Automated Lighting System Programmer without regard to the programmer's:

Union affiliation;
Geographic location; or
Citizenship or domicile

2. In the event the person selected as the Projection Programmer and/or Automated Lighting System Programmer is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such personnel a union card.
3. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate terms and conditions of employment as they see fit, without restriction to or limitation by the terms of this Agreement, except that the Employer shall pay the Projection Programmer and/or Automated Lighting System Programmer no less than the minimum required weekly salary under this Agreement for a Traveling Stage Employee and make all required contributions to the Pension, Health, Vacation, and Annuity Funds, based on the minimum salary for Heads of Department.
4. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate any basis or methodology for payment of compensation, including payment based on a daily rate of pay, with benefits paid on a prorated basis.
5. The Projection Programmer and/or Automated Lighting System Programmer shall not be deemed part of the permanent running crew nor shall he/she be counted as part of the yellow card production.
6. The Employer shall, upon their execution, remit copies of any pink contract and any rider(s) that it may negotiate with the Projection Programmer to I.A.T.S.E..

ARTICLE THIRTEEN – GENERAL CONDITIONS

1. Air travel shall be on a first class carrier, which shall include charter transportation. Air travel requires pre-assigned seats or pre-boarding. The Employees may elect to travel via a non-first class carrier by unanimous vote. In the event transportation is by any other means, sleeping accommodations shall be provided if overnight travel is required (sleeper bus or sleeping car roomette on train). The Employer will make reasonable efforts to notify Employees of travel arrangements at least 72 hours prior to departure. With Respect to the initial travel from Employee's place of residence to the tour, the Employee's travel returning to his/her place of residence upon the conclusion of the tour, or any air travel associated with the return to or from place of residence due to layoff, the Employer agrees to reimburse Employees for cab fare up to \$40.00 and one checked bag, within applicable airline weight limitations, each way.
2. Employer agrees to recognize the work week as consisting of six (6) days from Monday through Sunday with one (1) day off in each week. When calculating the salary for a fraction of a week, it shall be paid at the rate of one-sixth (1/6th) of the actual weekly salary of each day. Salaries shall be prorated on a daily basis only for days worked prior to the initial opening, after the official closing, or during any pre-agreed layoff periods.

Benefit contributions shall be prorated as detailed on **Exhibit B, C, D, and E.**

3. An additional one and one half of one-sixth ($1 \frac{1}{2}$ of $1/6^{\text{th}}$) for all work on the seventh (7^{th}) day.
4. An additional one-sixth ($1/6^{\text{th}}$) of the actual weekly salary shall be paid under the following circumstances:
 - a. Each performance in excess of eight (8) in a week.
 - b. All work on load outs that follow a performance that exceeds eight (8) hours or goes beyond 5:00 a.m., after the second move.
 - c. All work over eleven (11) hours on load outs that are on a different day from any performance.
 - d. All authorized nonperformance calls after the official opening in any city that are in excess of eight (8) hours worked per week, after the second move. Load outs, presets and sound checks are excluded from this provision.
 - e. For all work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.
 - f. For all performances scheduled after midnight.
5. An additional one and one half of one-fortieth ($1 \frac{1}{2}$ of $1/40^{\text{th}}$) of actual weekly salary shall be paid:
 - a. Prior to the official opening in any city, for each work hour which exceeds eleven (11) work hours in one day, excluding pre-sets, sound checks.
 - b. Prior to the official opening in any city, for all work commencing at midnight or prior to 6:00 a.m. After the official opening in any city, and excluding load outs, for all work performed between midnight and 6:00 a.m.
 - c. During the tech period and previews for each work hour which exceeds eleven (11) work hours in one day.
 - d. During the tech period and previews for any work commencing at 12:00 a.m. or prior to 8:00 a.m.
6. Employer agrees to recognize this Agreement and the Employees contract begins on the first day of work provided by the Employee.
7. Employer agrees that beginning on the first day of work and continuing until the first day

of out of town technical rehearsals and/or load in only the following provisions of this Agreement shall apply. The following provisions can be pro-rated, when applicable, for actual days worked.

- a. Scope and Recognition, Union Security, Grievance and Arbitration
 - b. Salary, Per Diem, Housing
 - c. Health Contribution
 - d. Pension Contribution
 - e. Work week
 - f. 1 ½ 1/6th for 7th day
 - g. 1/6th for Holidays
 - h. Transportation
8. Employer agrees that all provisions and conditions of this Agreement and the Employees contract will be in full force beginning with the first day of out of town technical rehearsals and/or load in.
 9. Employer agrees to give in writing four (4) weeks' notice of the cancellation of this contract, or full salary in lieu thereof. The Union shall be notified prior to the exercise of this provision.
 10. Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of this contract.
 11. Employer agrees to post one (1) weeks' notice in writing with a copy to the I.A.T.S.E. General Office of the closing date of the attraction, or full salary in lieu thereof.
 12. Employer agrees to pay transportation from the closing point to the place where the Employee was engaged, or resides, in the event of this contract being terminated by the Employer.
 13. Employer agrees to recognize this contract as terminated when, after the last performance, the production is loaded on vehicles for transportation for shipment, and to pay for any additional services rendered thereafter in and about property, after the loading of vehicles, under terms provided herein.
 14. Employer agrees to recognize this contract as being in force as long as the attraction is offered to the public, whether on the road or during the run in any city.
 15. Employer shall not reduce the number of contracts during the run of the Tour without written permission from the Union. Employer agrees to fill any vacancy that may occur

under this contract at once.

16. Employer agrees to utilize the Unions "Yellow Card" reporting system for the purposes of determining the number of local hires required for the Tour. Upon notice to and agreement by the Union, which shall not be unreasonably withheld, the "Yellow Card" reporting system can be altered due to local conditions and/or contractual agreement between a Presenter and a venue (e.g. University owned and operated venues, etc.).
17. Employer and Union agree that Local replacements for Employees shall be paid (and Employee being replaced shall have deducted from their salary no more than) one-eighth (1/8th) of the actual weekly salary of the employee being replaced, per performance exclusive of per diem.
18. Layoff(s) and/or a hiatus of any duration may be scheduled at any time during a tour, provided the Employer notifies the employee in writing a minimum of two (2) weeks in advance of such layoff/hiatus. During layoffs/hiatus the employee will not receive any compensation. In the event of a layoff/hiatus the Employer shall at Employer's sole discretion, a) transport employee to and from employee's point of origin including reimbursement of reasonable local travel expenses, or b) provide employee with standard contractual housing and allowance.
19. Employer agrees to pay a penalty of \$35.00 for each hour worked without a meal break if a break is not given after five (5) hours from the beginning of the call or the previous meal break. A meal break is defined as one (1) hour without a meal provided or one-half (½) hour with a meal provided.
20. Employer agrees to provide three (3) days paid bereavement leave in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).
21. During each contract year, Employees shall earn one (1) sick day for every sixty (60) days worked up to a maximum of five (5) days earned per year. Employees may bank up to five (5) sick days per year for use in the following year but can use no more than five (5) sick days per year. For all Employees working under the Bus & Truck M Contract, at the end of each contract year, up to five (5) days may be paid out at the rate of fifty percent (50%) of actual weekly salary per unused day, at the Employee's option. The Employer may require proof of illness.
22. Employees required to wear costumes shall receive an additional \$12.50 per performance. This shall not apply to any Employee asked to wear "blacks." The current practice shall prevail on all currently running shows.
23. Upon notice to and by agreement by the I.A.T.S.E., which shall not be unreasonably

withheld, when a production changes its performance schedule to nine (9) performances in one week and seven (7) performances in a contiguous week, no additional compensation will be required for the ninth (9th) performance so long as the Employee receives one (1) day off (no services or travel) between the two (2) weeks. Failure on the part of the Union to respond within seven (7) days of the date an email notice is sent shall be deemed approval by the Union. Notice shall be sent to both of the IATSE's Director(s) of the Stagecraft Division.

24. To the extent there is a weather or other state of emergency declared by civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent week without incurring any penalty or premium, so long as no more than sixteen (16) performances are given in any two week period.
25. The Employee agrees to accept engagement under terms provided herein and give exclusive service in the capacity stipulated in this contract at such theatres and places of amusement and at such times as may be required by the Employer: subject, however, to the provisions of this contract and the rules of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, but may serve elsewhere if expressly permitted in writing.
26. The Employee agrees to give four (4) weeks' notice in writing of resignation.
27. The Employee agrees to pay the cost of transportation of a successor to replace the Employee in the event of resignation within three (3) months of the Employee's first day of work.
28. The Employee agrees to abide by the rules and regulations covering rehearsals and performances as made by the Employer, insofar as they do not conflict with this Agreement.
29. The Employee agrees to declare the Employee's Place of Residence at time of hiring.
30. Housing
 - a. The Employer must offer one hotel choice, offering double room occupancy housing accommodations, at no cost to Employee when Employee is more than 50 miles from his/her Place of Residence.
 - b. The Employer must make best efforts to provide hotels with interior corridors, and if not, rooms should not be on the ground floor.
 - c. Employee should receive six (6) weeks advance notice of the hotel option in

each city, and the Employee should within two (2) weeks indicate either acceptance of the provided housing or the Employee's preference to arrange for Employees own accommodations. Failure to notify relieves the production of any responsibility to provide housing.

- d. When the theatre is more than one-half mile from the hotel transportation to the theatre and return after the performance will be furnished at the Employer's expense.
- e. Best efforts shall be made to provide hotels with laundry facilities, high-speed internet access at no cost to Employees, and conveniently accessible sources of food.

ARTICLE FOURTEEN—NON-LEAGUE M (WEEKLY GUARANTEE BELOW \$255,000)

A. Qualifications

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 4 and 6 through 8 below, and if so, the terms and conditions outlined in Section B below shall apply:

1. The production's initial itinerary must provide that a majority of its engagements are one week or less.
2. No engagement may be longer than four (4) weeks, except:
 - a. Engagements in New York City;
 - b. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers.
3. The production's Average Weekly Guarantee is no more than:

1/1/2013 to 9/29/2014	Effective 9/30/2014	Effective 9/28/2015
\$255,000	\$255,000	\$255,000

4. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2011-2015 Broadway League—AEA Production Contract.
5. The Production must have an average weekly guarantee of no more than the amounts delineated above (the “Base Figure”) plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of forty-two (42) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
6. The total touring company must be comprised of a total of 25 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
7. The employers Average Weekly Guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six (6) trucks plus an advance (if any).
8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors’ Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

B. Minimum Rates of Pay:

Minimum Wages Per Week	07/01/13 to 06/30/16	
Heads of Department	\$750	
Assistants and Personal Star Dressers	\$650	

(c) Per Diem for Contract:

09/26/13 to 09/30/16	
\$320	

C. Benefits

1. Pension—Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$40.00 per week for each week's employment on behalf of the Employee or \$8.00 for each day in any week in which the Employee is called to work fewer than four (4) days for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended as detailed on **Exhibits B**.

2. Health and Welfare—For the period beginning July 1, 2013 through June 30, 2016, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$195.00 for each week's employment on behalf of the Employee, or \$32.50 per day for each day in any week in which the crew is called to work fewer than four (4) days as detailed on **Exhibit C**.

3. Annuity Fund—Employer agrees to contribute for the period of July 1, 2013 to June 30, 2016 a sum equal to \$42.00 per week for each week's employment on behalf of the Employee. Said contributions shall be made and coverage provided in accordance with the rules and regulations of the I.A.T.S.E. Annuity Fund as now in force or as hereafter amended by the Fund. The Employer will permit Employees to defer part of their salary to the I.A.T.S.E. Annuity Fund (subject to statutory limitations and the rules of the Annuity Fund) and will transmit those salary deferrals to the I.A.T.S.E. Annuity Fund.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the aforesaid Funds and to be liable for any attorney's fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. Payments of such contributions will be made WEEKLY, by one check made payable to the I.A.T.S.E. National Benefit Funds, and transmitted with remittance reports on forms provided by the Funds, to their lockbox at I.A.T.S.E. National Benefit Funds, P.O. Box 11944, Newark, NJ 07101-4944.

D. Overage

- 1. Overage Participation**—Upon one hundred percent (100%) recoupment of the Employer's Production Expenses, defined as the total expenses, charges and disbursements actually incurred and paid (but not pre-paid) by Employer in connection with the Tour up to and including official opening performance thereof, including but not limited to production fees (i.e. executive producer fees, office fees, management fees, casting fees, one-time fees to the creative team, production assistant fees); costs of sets, costumes and physical properties (built, purchased and /or rented); insurance premiums related to the Tour; casting and rehearsal charges and expenses; reasonable housing and transportation charges and expenses necessary for the Tour; advance publicity and advertising (including production of television and radio commercials); and all required and appropriate taxes (if any) incurred. Employees will be entitled to participate in the Employer's share of Overage, defined and calculated as set forth below, with it understood that each Employee

hereunder shall individually, receive the same amount of Overage money received by other Employees of the Tour as set forth herein.

- i. Overage shall be defined as weekly NAGBOR less the Employer's weekly guarantee (plus up to 10% of NAGBOR) and the Presenter's expenses for that week;
- ii. In weeks in which there is Middle Money to the Employer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder. Middle Money shall be defined as a negotiated sum of money paid to the specific party, e.g. Employer, the Presenter, or some other individual, after the Guarantee, percentage of NAGBOR, and Presenter's Expenses are paid, but before Overage split. This can also be called "next money" or "third position".
- iii. When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder after actual deductions for Presenter expenses.
- iv. Overage participation to Employees in weeks that are subject to Terms Deals, defined as engagements where the Employer and Presenter agree to split the net box office receipts rather than being paid on a guarantee sometimes with certain terms (e.g., advertising and labor costs) taken off the top. Overage participation to the Employees shall be calculated per the following:

NAGBOR, less the agreed upon expenses between the Presenter and Employer in the Settlement (e.g., advertising and labor costs); other actual documented expenses, if any; and the average weekly guarantee as established in determining qualification hereunder for the tour, plus the average NAGBOR percentage established in the average weekly guarantee (up to 10%). Where a simple percentage of the Employer's Documented Share of the Overage is set forth in the 'Terms Deal', it shall be used in that market as the basis for calculating Overage Participation on such dates to the individual Employees. Where the Employer's Documented Share of the remainder of Overage for that market is not a straight percentage, the figure used for the purpose of calculating Overage Participation to the individual Employee shall be the average Employer share percentage as is used for Overage on the guaranteed dates.

- v. If Employer participates or receives payment or shares in monies above the stated flat fee in any flat fee engagement, Overages shall be calculated as if the engagement had been presented at the shows Average Weekly Guarantee as established in determining its qualification hereunder;

- vi. Employees on vacation shall receive Overage. Vacation replacement Employees shall not receive Overage;
- vii. Effective the week following recoupment, each eligible Employee shall receive 0.2% of the Employer's share of Overage, in addition to Employee's contractual salary.
- viii. Employees shall receive Overage participation, if any, no later than the regular payday in the fourth (4th) week following the week for which such Overage may have been due.

2. Audit Rights—

a) All productions using this Contract shall provide the following information to the I.A.T.S.E.:

- 1. Weekly Box Office statements/settlements, signed by the Employer (or representative) and the Presenter (or representative) and the Presenter (or representative).
- 2. When the show plays a city on a "Terms Deal" in addition to the Box Office settlement signed by the Employer (or representative) and the Presenter (or representative), the I.A.T.S.E. shall receive a statement outlining the following:
 - i. NAGBOR
 - ii. The Average Guarantee for the Tour
 - iii. Actual expenses
- 3. Unaudited profit and loss statements;
- 4. Audited profit and loss statements (if provided);
- 5. Status reports of progress towards recoupment, submitted quarterly or whenever delivered to others.

Weekly Box Office statements/settlements will be due no later than seven calendar days after the end of each fourth week of performances. Unaudited profit and loss statements will be provided to the I.A.T.S.E. at the same time as when provided to the investors, out in no case later than 45 calendar days after the end of each eighth week of performances. Audited profit and loss statements, if any, will be provided to the I.A.T.S.E. at the same time as when provided to the investors.

b) The I.A.T.S.E. has the right to audit, at its expense, any and all productions in

accordance with standard business practices.

ARTICLE FIFTEEN—NON-LEAGUE S (WEEKLY GUARANTEE BELOW \$225,000)

A. Qualifications

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 4 and 6 through 8 below, and if so, the terms and conditions outlined in Section B below shall apply:

1. The production's initial itinerary must provide that a majority of its engagements are one week or less.
2. No engagement may be longer than four (4) weeks, except:
 - a. Engagement(s) in New York City;
 - b. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers;
3. The production's Average Weekly Guarantee is no more than:

1/1/2013 to 9/29/2014	Effective 9/30/2014	Effective 9/28/2015
\$225,000	\$225,000	\$225,000

4. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2011-2015 Broadway League—IATSE Contract.
5. The Production must have an average weekly guarantee of no more than the amounts delineated above (the "Base Figure") plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of thirty-eight (38) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
6. The total touring company must be comprised of a total of 20 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
7. The employers Average Weekly Guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six

(6) trucks plus an advance (if any).

8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors' Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

B. Minimum Rates of Pay:

Minimum Wages, Per week	07/01/13 to 06/30/15	
Heads of Department	\$618	
Assistants and Personal Star Dressers	\$515	

Per Diem for Contract:

9/26/2012 to 9/30/2015	
\$320	

C. Benefits

- Pension** – Beginning with the Employee's fifth (5th) week of employment but in no event later than the official opening week of the Tour, Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$20.00 per week for each week's employment on behalf of the Employee or \$4.00 for each day in any week in which the crew is called to work fewer than four (4) days for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended as detailed on **Exhibit D**.
- Health and Welfare** – For the period beginning July 1, 2013 through June 30, 2014, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$120.00 for each week's employment on behalf of the Employee, or \$20.00 per day for each day in any week in which the crew is called to work fewer than four (4) days. For the period beginning July 1, 2014 through June 30, 2015, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$121.00 for each week's employment on behalf of the Employee, or \$21.00 per day for each day in any week in which the crew is called to work fewer than four (4) days. For

the period beginning July 1, 2015 through June 30, 2016, Employer agrees to contribute to the I.A.T.S.E. National Health and Welfare Fund Plan C, the sum of \$123.00 for each week's employment on behalf of the Employee, or \$23.00 per day for each day in any week in which the crew is called to work fewer than four (4) days as detailed on **Exhibit E**.

D. Overage

1. **Overage Participation**—Pursuant to Article 14, Paragraph(s) D, 1(i ii, iii, iv, v, vi, and viii), upon one hundred percent (100%) recoupment of the Employer's production expenses, each eligible Employee shall receive 0.15% of the Employer's share of Overage, in addition to employee's contractual salary with it understood that each Employee hereunder shall individually, receive the same amount of Overage money received by other Employees of the Tour as set forth herein.
2. **Audit Rights**— Same as Article 14(D)(2)


ARTICLE SIXTEEN – TERM

This Agreement commences on July 1, 2013 and continues through June 30, 2016, except that any changes to prior agreement set forth herein shall not become effective until July 1, 2014.


ARTICLE SEVENTEEN - AGREEMENT


This Agreement shall not be modified, amended or revoked except in writing signed by each of the parties hereto.

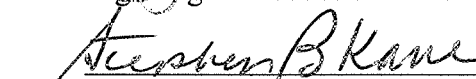
Agreed to:


I.A.T.S.E.


NETworks Presentations LLC


Troika Entertainment LLC


Big League Productions Inc.


Phoenix-Ent, LLC


Work Light Productions, LLC

EXHIBIT A

Project Agreement for Producer/Production Company

_____/_____
(Individual/New Producer) (Company/New Producer)

Is a member of the coordinated bargaining group covered by the Bus & Truck Touring Agreement between Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC, Work Light Productions, LLC and I.A.T.S.E. and has controlling ownership interest in

(Production Company/Entity)

which shall produce a production of _____.
(Name of Show)

During the course of that production, _____
(Production Company/Entity)

is deemed to be part of the L Touring Agreement between Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC, Work Light Productions, LLC and I.A.T.S.E.

Signed by: _____
Signatory

Date: _____

Signed by: _____
Production Company

Date: _____

Signed by: _____
IATSE

Date: _____

(Number of Pink Contracts on Show)

(Bond Posted and Type)

EXHIBIT B - Bus and Truck Agreement M Contract-Pension

Scheduled Workdays	Regular Employee	Replacement Employee
7 days	7 days - \$40	0 days - 0
7 days	6 days - \$40	1 day - \$8
7 days	5 days - \$40	2 days - \$16
7 days	4 days - \$32	3 days - \$24
7 days	3 days - \$24	4 days - \$32
7 days	2 days - \$16	5 days - \$40
7 days	1 day - \$8	6 days - \$40
6 days	6 days - \$40	0 days - 0
6 days	5 days - \$40	1 day - \$8
6 days	4 days - \$32	2 days - \$16
6 days	3 days - \$24	3 days - \$24
6 days	2 days - \$16	4 days - \$32
6 days	1 day - \$8	5 days - \$40
5 days	5 days - \$40	0 days - 0
5 days	4 days - \$32	1 day - \$8
5 days	3 days - \$24	2 days - \$16
5 days	2 days - \$16	3 days - \$24
5 days	1 day - \$8	4 days - \$32
4 days	4 days - \$32	0 days - 0
4 days	3 days - \$24	1 day - \$8
4 days	2 days - \$16	2 days - \$16
4 days	1 day - \$8	3 days - \$24
3 days or less	\$8 per day	\$8 per day

Bus and Truck Agreement M Annuity

Scheduled Workdays	Regular Employee	Replacement Employee
7 days	7 days - \$42	0 days - 0
7 days	6 days - \$42	1 day - \$7
7 days	5 days - \$35	2 days - \$14
7 days	4 days - \$28	3 days - \$21
7 days	3 days - \$21	4 days - \$28
7 days	2 days - \$14	5 days - \$35
7 days	1 day - \$7	6 days - \$42
6 days	6 days - \$42	0 days - 0
6 days	5 days - \$35	1 day - \$7
6 days	4 days - \$28	2 days - \$14
6 days	3 days - \$21	3 days - \$21
6 days	2 days - \$14	4 days - \$28
6 days	1 day - \$7	5 days - \$35
5 days	5 days - \$35	0 days - 0
5 days	4 days - \$28	1 day - \$7
5 days	3 days - \$21	2 days - \$14
5 days	2 days - \$14	3 days - \$21
5 days	1 day - \$7	4 days - \$28
4 days	4 days - \$28	0 days - 0
4 days	3 days - \$21	1 day - \$7
4 days	2 days - \$14	2 days - \$14
4 days	1 day - \$7	3 days - \$21
3 days or less	\$7 per day	\$7 per day

Scheduled Workdays	Regular Employee 1/1/13 to 12/31/13	Replacement Employee 1/1/13 to 12/31/13	Regular Employee 1/1/14 to 12/31/14	Replacement Employee 1/1/14 to 12/31/14	Regular Employee 1/1/15 to 12/31/15	Replacement Employee 1/1/15 to 12/31/15
7 days	7 days- \$195	0 days \$0	7 days- \$195	0 days \$0	7 days- \$195	0 days \$0
7 days	6 days- \$195	1 day- \$32.50	6 days- \$195	1 day- \$32.50	6 days- \$195	1 day- \$32.50
7 days	5 days- \$162.50	2 days- \$65.00	5 days- \$162.50	2 days- \$65.00	5 days- \$162.50	2 days- \$65.00
7 days	4 days- \$130.00	3 days- \$97.50	4 days- \$130.00	3 days- \$97.50	4 days- \$130.00	3 days- \$97.50
7 days	3 days- \$97.50	4 days- \$130.00	3 days- \$97.50	4 days- \$130.00	3 days- \$97.50	4 days- \$130.00
7 days	2 days- \$65.00	5 days- \$162.50	2 days- \$65.00	5 days- \$162.50	2 days- \$65.00	5 days- \$162.50
7 days	1 day- \$32.50	6 days- \$195.00	1 day- \$32.50	6 days- \$195.00	1 day- \$32.50	6 days- \$195.00
6 days	6 days- \$195.00	0 days \$0	6 days- \$195.00	0 days \$0	6 days- \$195.00	0 days \$0
6 days	5 days- \$162.50	1 days- \$32.50	5 days- \$162.50	1 days- \$32.50	5 days- \$162.50	1 days- \$32.50
6 days	4 days- \$130.00	2 days- \$65.00	4 days- \$130.00	2 days- \$65.00	4 days- \$130.00	2 days- \$65.00
6 days	3 days- \$97.50	3 days- \$97.50	3 days- \$97.50	3 days- \$97.50	3 days- \$97.50	3 days- \$97.50
6 days	2 days- \$65.00	4 days- \$130.00	2 days- \$65.00	4 days- \$130.00	2 days- \$65.00	4 days- \$130.00
6 days	1 day- \$32.50	5 days- \$162.50	1 day- \$32.50	5 days- \$162.50	1 day- \$32.50	5 days- \$162.50
5 days	5 days- \$162.50	0 days \$0	5 days- \$162.50	0 days \$0	5 days- \$162.50	0 days \$0
5 days	4 days- \$130.00	1 days- \$32.50	4 days- \$130.00	1 days- \$32.50	4 days- \$130.00	1 days- \$32.50
5 days	3 days- \$97.50	2 days- \$65.00	3 days- \$97.50	2 days- \$65.00	3 days- \$97.50	2 days- \$65.00
5 days	2 days- \$65.00	3 days- \$97.50	2 days- \$65.00	3 days- \$97.50	2 days- \$65.00	3 days- \$97.50
5 days	1 day- \$32.50	4 days- \$130.00	1 day- \$32.50	4 days- \$130.00	1 day- \$32.50	4 days- \$130.00
4 days	4 days- \$130.00	0 days \$0	4 days- \$130.00	0 days \$0	4 days- \$130.00	0 days \$0
4 days	3 days- \$97.50	1 day-\$32.50	3 days- \$97.50	1 day-\$32.50	3 days- \$97.50	1 day-\$32.50
4 days	2 days- \$65.00	2 days- \$65.00	2 days- \$65.00	2 days- \$65.00	2 days- \$65.00	2 days- \$65.00
4 days	1 day- \$32.50	3 days- \$97.50	1 day- \$32.50	3 days- \$97.50	1 day- \$32.50	3 days- \$97.50
3 days or less	\$32.50 per day	\$32.50 per day	\$32.50 per day	\$32.50 per day	\$32.50 per day	\$32.50 per day

Bus and Truck M Health Care – Exhibit C

EXHIBIT D - Bus and Truck Agreement S Contract-Pension

Scheduled Workdays	Regular Employee	Replacement Employee
7 days	7 days - \$20	0 days - 0
7 days	6 days - \$20	1 day - \$4
7 days	5 days - \$20	2 days - \$8
7 days	4 days - \$16	3 days - \$12
7 days	3 days - \$12	4 days - \$16
7 days	2 days - \$8	5 days - \$20
7 days	1 day - \$4	6 days - \$20
6 days	6 days - \$20	0 days - 0
6 days	5 days - \$20	1 day - \$4
6 days	4 days - \$16	2 days - \$8
6 days	3 days - \$12	3 days - \$12
6 days	2 days - \$8	4 days - \$16
6 days	1 day - \$4	5 days - \$20
5 days	5 days - \$20	0 days - 0
5 days	4 days - \$16	1 day - \$4
5 days	3 days - \$12	2 days - \$8
5 days	2 days - \$8	3 days - \$12
5 days	1 day - \$4	4 days - \$16
4 days	4 days - \$16	0 days - 0
4 days	3 days - \$12	1 day - \$4
4 days	2 days - \$8	2 days - \$8
4 days	1 day - \$4	3 days - \$12
3 days or less	\$4 per day	\$4 per day

7 days	7 days-\$120.00	0 days \$0	7 days-\$121.00	0 days \$0	7 days-\$123.00	0 days \$0
7 days	6 days-\$120.00	1 day-\$20.00	6 days-\$121.00	1 day-\$21.00	6 days-\$123.00	1 day-\$23.00
7 days	5 days-\$100.00	2 days-\$40.00	5 days-\$105.00	2 days-\$42.00	5 days-\$115	2 days-\$46.00
7 days	4 days-\$80.00	3 days-\$60.00	4 days-\$84.00	3 days-\$63.00	4 days-\$92.00	3 days-\$69.00
7 days	3 days-\$60.00	4 days-\$80.00	3 days-\$63.00	4 days-\$84.00	3 days-\$69.00	4 days-\$92.00
7 days	2 days-\$40.00	5 days-\$100.00	2 days-\$42.00	5 days-\$105.00	2 days-\$46.00	5 days-\$115.00
7 days	1 day-\$20.00	6 days-\$120.00	1 day-\$21.00	6 days-\$121.00	1 day-\$23.00	6 days-\$123.00
6 days	6 days-\$120.00	0 days \$0	6 days-\$121.00	0 days \$0	6 days-\$123.00	0 days \$0
6 days	5 days-\$100.00	1 day-\$20.00	5 days-\$105.00	1 day-\$21.00	5 days-\$115	1 day-\$23.00
6 days	4 days-\$80.00	2 days-\$40.00	4 days-\$84.00	2 days-\$42.00	4 days-\$92.00	2 days-\$46.00
6 days	3 days-\$60.00	3 days-\$60.00	3 days-\$63.00	3 days-\$63.00	3 days-\$69.00	3 days-\$69.00
6 days	2 days-\$40.00	4 days-\$80.00	2 days-\$42.00	4 days-\$84.00	2 days-\$46.00	4 days-\$92.00
6 days	1 day-\$20.00	5 days-\$100.00	1 day-\$21.00	5 days-\$105.00	1 day-\$23.00	5 days-\$115.00
5 days	5 days-\$100.00	0 days \$0	5 days-\$105.00	0 days \$0	5 days-\$115	0 days \$0
5 days	4 days-\$80.00	1 day-\$20.00	4 days-\$84.00	1 day-\$21.00	4 days-\$92.00	1 day-\$23.00
5 days	3 days-\$60.00	2 days-\$40.00	3 days-\$63.00	2 days-\$42.00	3 days-\$69.00	2 days-\$46.00
5 days	2 days-\$40.00	3 days-\$60.00	2 days-\$42.00	3 days-\$63.00	2 days-\$46.00	3 days-\$69.00
5 days	1 day-\$20.00	4 days-\$80.00	1 day-\$21.00	4 days-\$84.00	1 day-\$23.00	4 days-\$92.00
4 days	4 days-\$80.00	0 days \$0	4 days-\$84.00	0 days \$0	4 days-\$92.00	0 days \$0
4 days	3 days-\$60.00	1 day-\$20.00	3 days-\$63.00	1 day-\$21.00	3 days-\$69.00	1 day-\$23.00
4 days	2 days-\$40.00	2 days-\$40.00	2 days-\$42.00	2 days-\$42.00	2 days-\$46.00	2 days-\$46.00
4 days	1 day-\$20.00	3 days-\$60.00	1 day-\$21.00	3 days-\$63.00	1 day-\$23.00	3 days-\$69.00
3 days or less	\$20.00 per day	\$20.00 per day	\$21.00 per day	\$21.00 per day	\$23.00 per day	\$23.00 per day

Bus and Truck S Health Care – Exhibit E

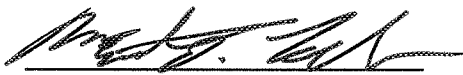
March 13, 2014

Matthew D. Loeb
International President
I.A.T.S.E.
207 West 25th Street, 4th Floor
New York, NY 10001

RE: Effective Dates

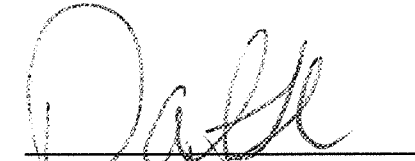
With respect to the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC, this Agreement commences on July 1, 2013 and continues through June 30, 2016, except that any change to the prior agreement set forth herein shall not become effective until July 1, 2014, except for the following: (i) Changes to the minimum rates of pay shall be effective as of July 1, 2013 for any employee on a Tour that has not closed prior to the ratification date of this Agreement and (ii) changes to per diems rates shall be effective as of July 1, 2013 for any employee on a Tour that has not closed prior to the ratification date of this Agreement.

This paragraph supersedes any inconsistent effective date in this Agreement.


Matthew D. Loeb
I.A.T.S.E.


NETworks Presentations LLC


Troika Entertainment LLC


Big League Productions, Inc.


Phoenix-Ent, LLC



Work Light Productions, LLC

March 13, 2014

Matthew D. Loeb
International President
I.A.T.S.E.
207 West 25th Street, 4th Floor
New York, NY 10001

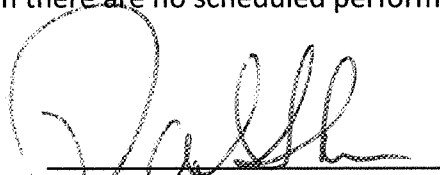
RE: Summer Hiatus

With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties agree for purposes of their Agreements (L Touring Agreement, Bus & Truck Touring agreement) when calculating the number of Layoff weeks for any Tour/Production industry standard Summer Hiatuses shall not be included. Summer Hiatuses shall be defined as an extended period of consecutive weeks between mid-June through mid-September when there are no scheduled performances of the Tour/Production.


Matthew D. Loeb
I.A.T.S.E.


NETworks Presentations LLC


Troika Entertainment LLC


Big League Productions, Inc.


Phoenix-Ent, LLC


Work Light Productions, LLC

March 13, 2014


Matthew D. Loeb
International President
I.A.T.S.E.
207 West 25th Street, 4th Floor
New York, NY 10001

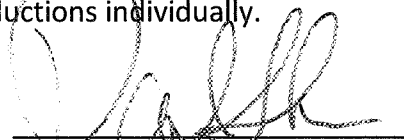
RE: Productions below the S contract

With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties understand and agree that there are certain Touring Broadway-style musical theater productions otherwise within the scope of the Preamble of the Agreement and Article Fifteen thereof which, because of some or all of the following conditions, require modification to the Article 15 terms and conditions. Specifically:

- a) Tours in which the average weekly guarantee is less than \$185,000; and/or
- b) Tours, other than for Holiday-themed productions, which are booked for less than twelve (12) weeks; and/or
- c) Tours which employ less than twenty (20) employees.

Notwithstanding any other provision of this Agreement, the parties agree that they will meet and confer in good faith on a tour-by-tour basis as expeditiously as possible to establish the terms and conditions governing each of these productions individually.


Matthew D. Loeb
I.A.T.S.E.


Big League Productions, Inc.


NETworks Presentations LLC


Phoenix-Ent, LLC


Troika Entertainment LLC


Work Light Productions, LLC

March 13, 2014

Matthew D. Loeb
International President
I.A.T.S.E.
207 West 25th Street, 4th Floor
New York, NY 10001

RE: Plays

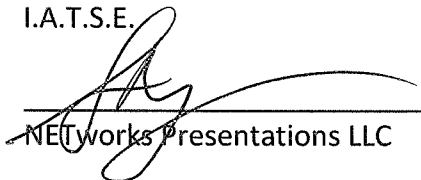
With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties to this Agreement dispute whether the Agreement applies to dramatic plays. Notwithstanding that disagreement, and without prejudice to the parties' respective positions, the parties agree that in the event the Employer employs stage technicians on a tour of a dramatic play: (i) that is longer than twelve weeks; (ii) that has with a weekly guarantee of \$200,000 or higher; and (iii) that employs more than twenty employees, then the parties shall meet to discuss whether the Union has jurisdiction over that tour and, if so, the terms and conditions of employment for the tour. For purposes of further clarity, nothing in this side letter is intended to be a waiver of the Employer's right to contest jurisdiction or the Union's right to claim that it already has jurisdiction in those circumstances.



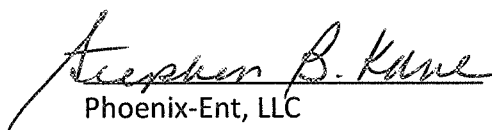
Matthew D. Loeb
I.A.T.S.E.



Big League Productions, Inc.



NETworks Presentations LLC



Phoenix-Ent, LLC



Troika Entertainment LLC



Work Light Productions, LLC