

**2016 IATSE Independent Commercial Production Agreement
CONSENT AGREEMENT**

I. The 2016 Independent Commercial Production Agreement

The undersigned television commercial production company ("Production Company") has reviewed the 2016 Independent Commercial Production Agreement, which is incorporated herein as though set forth in full, and hereby agrees to be bound to all the terms and conditions thereof.

II. The IATSE Funds' Trust Agreements and Policies

The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following: (1) IATSE National Health and Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE Annuity Fund, each as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and the contributions due as per the above referenced collective bargaining agreement.

ROGUE FILMS

Employer (Name of Production Company)

By: 

(Signature)

Print Name: **DAVID VAN DER GAAG**

Title: **PARTNER**

Date: **11/29/17**

Address: **2-3 BOURLET CLOSE**
LONDON, W1W 7BQ
UNITED KINGDOM

Telephone: **+44 207 907 1000**

Email: **seb@roguefilms.co.uk**

TRUST ACCEPTANCE

To the: Directors of the Motion Picture Industry Health Plan
Directors of the Motion Picture Industry Pension Plan
Directors of the Motion Picture Industry Individual Account Plan
11365 Ventura Boulevard, Studio City, California 91604

The undersigned ("Employer") represents and agrees:

1. That the Employer is engaged in the production of motion pictures or is engaged primarily in the business of furnishing materials or services for motion picture productions and

That the Employer is familiar with the provisions of the respective Collective Bargaining Agreements and Declarations of Trusts establishing the (a) Motion Picture Industry Health Plan dated October 20, 1952 as amended ("Health Plan") and (b) the Motion Picture Industry Pension Plan dated October 26, 1953, as amended, ("Pension Plan") and (c) the Motion Picture Industry Individual Account Plan dated August 1, 1979, as amended ("Individual Account Plan") (collectively referred to as the "Plans").

2. The 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 ("Union") have entered into and are bound to a collective bargaining agreement ("Agreement") in effect as of 11/29/17; the Union is a party to the Health Plan as set forth in Article 1, Section 3 of the Health Plan and is a party to the Pension Plan as set forth in Article 1, Section 27 of the Pension Plan and is a party to the Individual Account Plan as set forth in Article 1, Section 29 of the Individual Account Plan.

3. The amounts and obligations of the Employer to make contributions to the Health Plan shall commence as of 11/29/17 and to the Pension Plan and the Individual Account Plan shall commence as of 11/29/17 in accordance with the provisions set forth in Article V of the Health Plan and Article III of the Pension Plan and Article III of the Individual Account Plan and the provisions set forth in Article XII, Article XIII, Article XIII A and Article XXXIV(d) of the Producer-IATSE Basic Agreement of 2015 ("Basic Agreement") and set forth in Article 34 of the Videotape Electronics Supplemental Basic Agreement of 2015 ("Videotape Agreement"), and the Supplemental Digital Production Agreement, and successor Agreements, copies of which have been furnished to the Employer. Employer further represents that it is familiar with the provisions of Article V, Section 6 of the Health Plan, Article III, Section 8 of the Pension Plan and Article III, Section 5 of the Individual Account Plan regarding adequate payroll records.

4. In accordance with Article XIV of the Basic Agreement and Article 34 of the Videotape Agreement and in accordance with Article XIII, Section 3 of the Health Plan for the period and purposes set forth therein, the Employer commencing as of 11/29/17; shall pay to the Pension Plan, through its Administrator as agent for receipt, collection and transmittal to the Retired Employees Fund of the Health Plan, the amount of contributions set forth in Article V of the Health Plan and Article XIV of the Basic Agreement, for each hour guaranteed by or each hour worked for the Employer by employees for whom the Employer is obligated hereunder to make the required contributions.

5. In accordance with Article XIX (Post '60's Theatrical Motion Pictures) and Article XXVIII (Supplemental Markets) of the Basic Agreement, the Employer shall pay to the Plans the amounts due and in the manner set forth in the above sections as to motion pictures covered by such Post '60's and Supplemental Market provisions.

6. The required contributions shall be made as to employees only for such services as the employees actually rendered in connection with motion picture production.

7. Subject to the provisions of Article IX of the Health Plan and Article XIII, Section 2 of the Pension Plan, the Employer by this Trust Acceptance agrees and intends to become a party and to participate in the Health Plan and Pension Plan and Individual Account Plan to the same extent as though the Employer had executed such Trust Agreements or their counterparts with respect to the employees covered by the collective bargaining agreement.

8. The Employer appoints the Alliance of Motion Picture and Television Producers, Inc. to act for the Employer under the terms and conditions of the Health Plan, the Pension Plan and the Individual Account Plan.

DATED: 11/29/2017

DATED: _____

EMPLOYER: ROGUE FILMS
(Print Name of Employer)

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

By: DAVID VAN DER GAAG
(Print Name)

By: _____
(Print Name)

Signature: [Handwritten Signature]
Title: PARTNER

Signature: _____

Address: 2-3 BOURLET CLOSE

Title: _____

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