

**Studio 100 Productions USA, LLC d/b/a Flying Bark Productions and
IATSE and Local 839
Sideletter Memorandum of Agreement
September 22, 2024**

This Sideletter Memorandum of Agreement is entered into as of September 22, 2024 between Studio 100 Productions USA, LLC d/b/a Flying Bark Productions (hereinafter referred to as the "Producer") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, and The Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839, IATSE (such International Alliance and Locals #839 being referred to collectively as "the Union"), with respect to employees in the classifications listed in Section 10 of this Agreement below.

This Memorandum of Agreement reflects the complete understanding reached between the parties. This Memorandum of Agreement is not formal contract language, except where its context indicates otherwise. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language in a Collective Bargaining Agreement.

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

1. Term

The term of this Agreement shall extend from September 22, 2024 through and including July 31, 2027. However, its terms are retroactive to August 1, 2024.

2. Sideletter to 839 Agreement

All terms and conditions of the Local 839 Master Collective Bargaining Agreement, including those changes adopted in the successor 2024-2027 Local 839 Master Agreement, shall apply to the bargaining unit except for those terms specifically modified in this Sideletter.

3. Motion Picture Industry Pension and Health Plan

Producer agrees to make retroactive MPIPHP contributions for all bargaining unit employees employed during the qualifying period of 03/24/2024-09/21/2024 for the eligibility period of 12/01/2024-05/31/2024.

Producer agrees to make contributions for all bargaining unit employees on a go-forward basis (i.e., from date of ratification forward).

Producer expects that all current bargaining unit employees will meet the minimum of 600 hours (or, if previously qualified, 400 hours) within the 03/24/2024 through 09/21/2024 MPIPHP health eligibility qualifying period. However, in the event that any such individual does not meet that minimum, Producer will provide health insurance at its expense until such individual(s) achieve eligibility.

4. Article 21, Section B - Screen Credits

Include the following amended Screen Credit language from the first paragraph of Article 21, Section B of the Local 839 Master Agreement to add Production classifications as follows:

“Screen credit shall be required to be given only to the classifications of animation, story, background, layout and the production classification covered herein in theatrical pictures and in television pictures of one-half (½) hour or longer network shows which are now non-segments. Credits shall be given on a per-picture or per-show basis for work performed.”

5. Article 12, Section 6 - Seniority, Adjustment

Adjust Article 12, Section 6 to read:

If an employee is laid off, the Producer shall provide either ten (10) days' notice or ten (10) days' pay, provided that the layoff was not occasioned by an act of God or other occurrence beyond the Producer's control. Any weekly employee given notice as prescribed above may be laid off prior to the end of such employee's scheduled five (5) day workweek; in such event, such employee shall be paid on a pro rata basis for those days required to complete their assigned work, but in no event less than the number of days required to comply with the ten (10) days' notice requirement. Such notice may be given orally but must be confirmed in writing and given to the individual employee.

6. New Provision: Notification of End Date

Producer shall clearly state in an employee's personal services agreement what the expected end date of the term of employment shall be. Producer will endeavor to provide ten (10) days' prior written notice of any change to an employee's end date.

Producer's inadvertent failure to provide ten (10) days' prior written notice of any change to an employee's end date shall not be considered a breach of this Agreement.

7. New Provision: Meal Periods

a. Duty-free meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during an eight (8) hour day. A second meal period may be deducted from work time for those employees who work in excess of eight (8) hours.

b. Unless a meal period is established by the production, Employees shall schedule their own meal periods and notify their supervisor of their anticipated meal period in advance of such period. The employee's first meal period shall commence within six (6) hours following the employee's start time; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work.

c. If the employee is unable to take a meal period and has notified their supervisor per (b) above, and their workload cannot be adjusted to permit the taking of a timely meal period, then the penalty for delayed meals shall be computed as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof - \$8.50

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof - \$11.00

Third and fourth one-half ($\frac{1}{2}$) hour meal delay or fraction thereof - \$13.50

Fifth and each succeeding - \$25.00

Such penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

8. Wage Minimums

| Title | Hourly | Weekly |
|--------------------------|---------|---------|
| Production Assistant | \$21.50 | \$860 |
| Production Coordinator | \$26.75 | \$1,070 |
| Script Coordinator | \$26.75 | \$1,070 |
| Desktop Support Engineer | \$26.75 | \$1,070 |
| Production Supervisor | \$33.50 | \$1,340 |
| Production Manager | \$37.50 | \$1,500 |

These wages shall increase 4% effective August 1, 2025, and 3.5% effective August 1, 2026.

All minimums are effective on the Sunday following the Company's receipt of notice of ratification of this Agreement, September 29, 2024.

Employees currently employed by the Company as of the date of ratification shall receive a 6% general wage increase effective September 1, 2024, based on their current wage rate or the minimum above, whichever is higher.

Anyone designated by the Producer to be responsible for and supervise the work of others in the same classification shall be paid the key rate of 15% above the minimum Journey rate for the classification during such an assignment.


THE ANIMATION GUILD, LOCAL 839, IATSE

Dated: October 16, 2024

By:  _____
Steve Kaplan, Business Representative

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

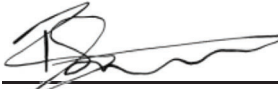
Dated: 10/18/2024

By: 
Michael F. Miller, Jr.
International Vice President, IATSE
Director, MPTV Department

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STUDIO 100 PRODUCTIONS USA, LLC
d/b/a FLYING BARK PRODUCTIONS

Dated: 15th October 2024

By: 
Barbara Stephen, President

STUDIO 100 PRODUCTIONS USA, LLC
d/b/a FLYING BARK PRODUCTIONS

Dated: 15 October 2024

By: 
Alexia Gates-Foale, Manager