This will set forth our understanding and agreement, and acknowledge receipt of a copy of:

2012-2014 NATIONAL CODE OF FAIR PRACTICE FOR SOUND RECORDINGS MEMORANDUM OF AGREEMENT (as extended)

The undersigned wishes to enjoy peaceful and pleasant relations with SAG-AFTRA and its members and, to that end, in accordance with the uniform practice established by the Industry in its dealings with SAG- AFTRA, agrees to be bound by and conform to all terms and conditions specified in said document as if same were fully set forth herein (which document is referred to above). By signing this Letter of Adherence and returning a copy to SAG-AFTRA, the undersigned shall be deemed to have executed and agreed to said document. Further, the undersigned represents that it has read and is familiar with all the terms and conditions of said document.

Without limiting the generality of the foregoing, the undersigned agrees to all the arbitration provisions of said document. While this Letter of Adherence is in full force and effect, we and SAG-AFTRA agree that pending arbitration and award there will be no stoppage of work relating to the dispute under arbitration and the parties agree that all awards rendered shall be binding upon them.

Further, the undersigned agrees to all the health and retirement provisions of said document and agrees to be bound by the AFTRA Health and Retirement Funds Agreement and Declaration of Trust, dated November 16, 1954, as thereafter amended, and abide by and conform to all the terms and conditions specified in the aforementioned Trust Agreement, including amendments thereto; and, more specifically, the undersigned hereby appoints the Producer Trustees named therein and/or their successors.

SAG-AFTRA reserves the right to review executed Letters of Adherence to determine if that Producer is a bona fide Producer of recorded material under the Sound Recordings Code or sideletters thereto. SAG- AFTRA reserves the right to reject the signatory status of any company that is not a legitimate producer of recorded material.

"Letter of Agreement #5: Health & Retirement Minimum Payment for Current Roster Artists" applies only to producers with whom SAG-AFTRA has signed a separate letter of adherence or other agreement specifically providing for AFTRA Health Fund participation as provided in such **Letter of Agreement #5**, as amended in the 2012-2014 AFTRA National Code of Fair Practice for Sound Recordings. Health Fund participation in all other cases is determined by Paragraph 34 of the National Code of Fair Practice for Sound Recordings and by applicable rules of the AFTRA Health Fund.

Kindly complete and sign one copy and return immediately to the SAG- AFTRA Office referenced below.

Accepted and Approved:

SAG-AFTRA

Stefanie Taub
National Director, Sound Recordings

NAME:

TITLE:

COMPANY:

STREET:

CITY & STATE:

PHONE NO.: ( )

FED. TAX ID NO.:

CHECK ONE:

__ ADV. AGENCY
__ ADVERTISER
__ BROADCAST OR CABLE STATION
__ MUSIC PRODUCER
__ PAYROLL COMPANY
__ PRODUCER
__ PUBLIC RELATIONS CO.
__ RECORD COMPANY
__ RECORDING STUDIO
__ F/S/O (OR "LOAN OUT") CORPORATION

Accepted and Approved: _____
Authorized Signature Date

Print or Type Name:_____

SAMPLE