

WARMENHOVEN DANIEL J
 Form 4
 March 20, 2006

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549**

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
WARMENHOVEN DANIEL J

2. Issuer Name and Ticker or Trading Symbol
**NETWORK APPLIANCE INC
 [NTAP]**

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

(Last) (First) (Middle)
495 EAST JAVA DRIVE
 (Street)

3. Date of Earliest Transaction (Month/Day/Year)
03/17/2006

____ Director _____ 10% Owner
 Officer (give title below) _____ Other (specify below)
Chief Executive Officer

SUNNYVALE, CA 94089
 (City) (State) (Zip)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)
 Form filed by One Reporting Person
 Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)			
			Code	V	Amount	(A) or (D)	Price			
Common Stock	03/17/2006		M ⁽¹⁾		50,000	A	\$ 4.508	3,804,830	I	by Trust ⁽²⁾
Common Stock	03/17/2006		S ⁽¹⁾		50,000	D	\$ 35.2	3,754,830	I	by Trust ⁽²⁾
Common Stock								43,762	D	
Common Stock								970,000	I	by Lmt'd Ptnrshp ⁽³⁾
Common Stock								170	I	by Spouse ⁽⁴⁾

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- (2) Shares held in trust by Daniel J. Warmenhoven & Charmaine A. Warmenhoven, trustees to The Warmenhoven 1987 Revocable Trust UTA dated 12/16/87, as amended.

Shares held by Warmenhoven Ventures LP, a limited partnership of which the Warmenhoven Management Trust is the general partner, of
- (3) which the reporting person and his wife are the trustees. Reporting person disclaims beneficial ownership of such shares except to the extent of his pecuniary interest therein.
- (4) Shares held by Charmaine A. Warmenhoven, Mr. Warmenhoven's spouse, as separate property. Reporting person disclaims beneficial ownership of such shares.
- (5) Shares held in trust by Richard A. Andre, trustee to The Daniel J. Warmenhoven 1991 Children's Trust. Reporting person disclaims beneficial ownership of such shares.
- (6) Shares held in trust by Richard A. Andre, trustee to The Laura Warmenhoven Trust, under trust agreement dated June 13, 2005. Reporting person disclaims beneficial ownership of such shares.
- (7) Option vests in equal monthly installments over the 36 months of services beginning with the second yearly anniversary of the grant date.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose. Payments in respect of the principal of, and interest and premium, if any, and additional interest, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Company and the Trustee will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Company, the Trustee nor any of the Company's or the Trustee's agents has or will have any responsibility or liability for: (1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or (2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants. DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount at maturity of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Company. Neither the Company nor the Trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the Notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes. Transfers between the Participants will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures. Subject to compliance with the transfer restrictions applicable to the Notes described herein, crossmarket transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositories, however, such crossmarket transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream. 78 DTC has advised us that it will take any action permitted to be taken by a Holder of Notes only at the direction of one or more Participants to whose account

DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount at maturity of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to the Participants. Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither the Company nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

EXCHANGE OF GLOBAL NOTES FOR CERTIFICATED NOTES A Global Note is exchangeable for definitive notes in registered certificated form ("Certificated Notes") if: (1) DTC (a) notifies the Company that it is unwilling or unable to continue as depository for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Company fails to appoint a successor depository; (2) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Notes; or (3) there has occurred and is continuing a Default or Event of Default with respect to the Notes. In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

EXCHANGE OF CERTIFICATED NOTES FOR GLOBAL NOTES Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes.

SAME DAY SETTLEMENT AND PAYMENT The Company will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, interest and additional interest, if any) by wire transfer of immediately available funds to the accounts specified by the Holders of the Global Note. The Company will make all payments of principal, interest and premium, if any, and additional interest, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such Holder's registered address. All payments will be made in United States dollars. The Notes represented by the Global Notes are expected to be eligible to trade in The Portal Market and to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

⁷⁹ Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised the Company that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

⁸⁰ **CERTAIN FEDERAL INCOME TAX CONSIDERATIONS** U.S. FEDERAL INCOME TAX CONSIDERATIONS The following is a general discussion of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of notes by a U.S. Holder (as defined below). This summary constitutes the opinion of Shearman & Sterling LLP, United States counsel to IMAX Corporation. The written opinion of Shearman & Sterling LLP has been filed as an exhibit to the registration statement of which this prospectus forms a part. It applies only to notes held as capital assets, within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended, (the "Code"), by investors who purchase the notes in the offering at the offering price. This summary is intended for general information only, and does not discuss all of the tax consequences that may be relevant to a U.S. Holder and does not discuss the tax consequences applicable to particular classes of U.S. Holders that may be subject to special tax rules, such as dealers in securities or currencies, traders in securities that elect mark to market, banks, tax-exempt organizations, partnerships, S corporations, life insurance companies, persons that hold notes as part of a hedge, or as part of a straddle or conversion transaction, taxpayers

subject to the alternative minimum tax or whose functional currency is not the U.S. dollar. This summary also does not address the tax consequences to shareholders, partners or beneficiaries in any entity that holds notes. In addition, this summary does not describe any foreign, state or local tax considerations. Investors who purchase the notes at a price other than the offering price should consult their tax advisors as to the possible applicability to them of the amortizable bond premium or market discount rules. This summary is based on the Code, its legislative history, existing and proposed U.S. Treasury regulations thereunder, published rulings by the Internal Revenue Service ("IRS") and court decisions, all as currently in effect and all subject to change at any time, possibly with retroactive effect. YOU SHOULD CONSULT YOUR OWN TAX ADVISORS CONCERNING THE CONSEQUENCES, IN YOUR PARTICULAR CIRCUMSTANCES, UNDER THE CODE AND THE LAWS OF ANY OTHER TAXING JURISDICTION, OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF NOTES. For the purposes of this summary, a U.S. Holder is a beneficial owner that is: - an individual citizen or resident of the United States for U.S. federal income tax purposes; - a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States or of any political subdivision of the United States; - an estate that is subject to U.S. federal income tax without regard to the source of its income; or - a trust if (i) a United States court is able to exercise primary supervision over administration of the trust and one or more United States persons have authority to control all substantial decisions of the trust, or (ii) the trust has elected to be treated as a United States person under applicable U.S. Treasury regulations. We believe that the exchange of an old note for a note in the exchange offer should not be a taxable exchange for U.S. federal income tax purposes. As a result, a U.S. Holder will not recognize any gain or loss upon exchanging an old note for a note. The holding period of the note will include the holding period of the old note exchanged, and the adjusted tax basis of the note received will be the same as the adjusted tax basis immediately before the exchange of the old note. For U.S. federal income tax purposes, interest on a note generally will be taxable to a U.S. Holder as ordinary income at the time received or accrued, in accordance with such U.S. Holder's method of accounting for tax purposes. Such interest will generally constitute foreign source income, and, with certain exceptions, will be "passive" or "financial services" income for purposes of the U.S. foreign tax credit. Upon the sale or exchange of a note (other than the exchange of an old note for a note, as described above), a U.S. Holder will recognize gain or loss, if any, for U.S. federal income tax purposes equal to the difference between the amount realized on such sale or exchange (other than amounts received that are attributable to accrued but unpaid interest and taxed as interest) and such U.S. Holder's adjusted tax basis in the note. Such gain or loss generally will constitute U.S. source capital gain or loss, and will be long-term capital gain or loss if the note was held by such U.S. Holder for more than one year. A U.S. Holder's ability to deduct capital losses against ordinary income is subject to limitations. Information reporting of payments of principal and interest within the United States to non-corporate U.S. Holders generally will be made on Internal Revenue Service Form 1099, including payments made by wire transfer from outside the United States to an account in the United States and the payment of proceeds from the sale of a note effected at a United States office of a broker. A U.S. Holder may be subject to backup withholding tax with respect to interest paid on the notes and to proceeds from the sale, exchange, redemption or retirement of the note, unless the holder (a) is a corporation or comes within certain other exempt categories and, when required, demonstrates that fact or (b) provides a correct taxpayer identification number, certifies that it has not lost its exemption from backup withholding or has not been notified by the IRS that it has failed to report any interest or dividends, and otherwise complies with applicable requirements of the backup withholding rules. A holder of a note who does not provide us with the holder's correct taxpayer identification number may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount paid as backup withholding will be creditable against the holder's U.S. federal income tax liability. CANADIAN FEDERAL INCOME TAX CONSIDERATIONS The following summary describes the principal Canadian federal income tax considerations under the Income Tax Act (Canada) (the "ITA") as of the date of this prospectus generally applicable to a holder who acquires notes on the exchange of old notes (the "Exchange") and who, for the purposes of the ITA and at all relevant times, is not (and is not deemed to be) resident in Canada, deals at arm's length with IMAX, does not (and is not deemed to) use or hold the notes in, or in the course of, carrying on a business in Canada, and is not an insurer that carries on an insurance business in Canada and elsewhere (a "Holder"). For the purposes of this summary, any reference to notes shall not include the Additional Notes (as defined in "Description of the Notes"). This summary is based on the current provisions of the ITA, the regulations thereunder, all specific proposals to amend the ITA and such regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (which amendments this summary presumes are

enacted in their current form), and IMAX's understanding of the published administrative practices of the Canada Customs and Revenue Agency. This summary does not otherwise take into account any change in law or administrative practice, whether by judicial, governmental, legislative or administrative action, nor does it take into account provincial, territorial or foreign income tax consequences, which may vary from the Canadian federal income tax considerations described herein. THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT, AND SHOULD NOT BE INTERPRETED AS, LEGAL OR TAX ADVICE TO ANY PARTICULAR HOLDER AND NO REPRESENTATION IS MADE WITH RESPECT TO THE CANADIAN FEDERAL INCOME TAX CONSEQUENCES TO ANY PARTICULAR HOLDER. ACCORDINGLY, HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES. Under the ITA, the payment by IMAX of interest, principal or premium (if any) on the notes to a Holder will be exempt from Canadian withholding tax, and no other taxes on income (including taxable capital gains) under the ITA will be payable by a Holder in respect of the Exchange, ownership or disposition of the notes. 82 PLAN OF DISTRIBUTION Each broker-dealer that receives notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of notes received in exchange for old notes where the old notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date of the exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. We will not receive any proceeds from any sale of notes by broker-dealers. Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the notes or a combination of those methods of resale, at market prices prevailing at the time of resale, at prices related to prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any of the notes. Any broker-dealer that resells notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of the notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any resale of notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. For a period of 180 days after the expiration date of the exchange offer, we will promptly send a reasonable amount of additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that is entitled to use such documents and that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act. We note, however, that in the opinion of the SEC, indemnification against liabilities under federal securities laws is against public policy and may be unenforceable. The notes have not been and will not be qualified for distribution under the securities laws of any province or territory of Canada and are being offered and sold in Canada only in reliance on available prospectus exemptions. LEGAL MATTERS Certain United States legal matters in connection with the validity of the notes and the accompanying guarantees will be passed upon for us by Shearman & Sterling LLP, Toronto, Ontario and New York, New York. We have been advised as to certain Canadian legal matters by McCarthy Tetrault LLP, Toronto, Ontario and New York, New York. EXPERTS The financial statements as of December 31, 2001 and 2002 and for each of the three years in the period ended December 31, 2002 incorporated by reference into this prospectus have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting. 83 (This page intentionally left blank) (This page intentionally left blank) (IMAX LOGO) PART II INFORMATION NOT REQUIRED IN THE PROSPECTUS ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS Section 124 of the Canada Business Corporations Act ("CBCA") and Section 7 of the IMAX Corporation's By-Law No. 1 provide for the indemnification of directors and officers of the IMAX Corporation (the "Corporation"). Under these provisions, the Corporation shall indemnify a director or officer of the Corporation (or a former director or officer) against all costs, charges and expenses, including amounts paid to settle an action or satisfy a judgment, reasonably

incurred by such director or officer in respect of any civil, criminal or administrative action or proceeding (other than in respect of an action by or on behalf of the Corporation to procure a judgment in its favor) to which such individual is made a party by reason of his position with the Corporation, if he fulfills the following two conditions: (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful. In respect of an action by or on behalf of the Corporation to procure a judgment in its favor, the Corporation, with the approval of a court, may indemnify a director or officer of the Corporation (or a former director or officer) against all costs, charges and expenses reasonably incurred by him in connection with such action if he fulfills the conditions set out in clauses (a) and (b) of the previous sentence. Notwithstanding the foregoing, a director or officer of the Corporation (or a former director or officer) is entitled to indemnification from the Corporation in respect of all costs, charges and expenses reasonably incurred by him in connection with the defense of any civil, criminal or administrative action or proceeding to which he is made a party by reason of his position with the Corporation if he was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done and he fulfills the conditions in clauses (a) and (b) of the second sentence of this paragraph. Section 7.4 of IMAX Corporation's By-Law No. 1 also provides that, to the extent permitted by law, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Corporation shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to act honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Corporation maintains directors' and officers' liability insurance subject to deductibles in respect of SEC claims and claims for wrongful acts against insured persons.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES (a) Exhibits See the index to exhibits that appears immediately following the signature pages of this registration statement. (b) Financial Statement Schedules II-1 Financial Statement Schedule II- Valuation and Qualifying Accounts for each year in the three-year period ended December 31, 2002, incorporated by reference to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216.

ITEM 22. UNDERTAKINGS The undersigned registrants hereby undertake: (1) That for purposes of determining any liability under the Securities Act of 1933, as amended (the "Securities Act"), each filing of the registrants' annual report, as applicable, pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (2) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of this registration statement through the date of responding to the request. (3) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Corporation, pursuant to the provisions described in Item 20 above, or otherwise, the Corporation has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that the claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a

director, officer or controlling person of the Corporation in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Corporation will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. II-2 SIGNATURES Pursuant to the requirements of the Securities Act, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Toronto, Province of Ontario, on February 26, 2004. IMAX CORPORATION 1329507 ONTARIO INC. 924689 ONTARIO INC. DAVID KEIGHLEY PRODUCTIONS 70MM INC. IMAX (TITANIC) INC. IMAX (TITANICA) LTD. IMAX CHICAGO THEATRE LLC, BY ITS MANAGING MEMBER IMAX THEATRE HOLDING (CALIFORNIA I) CO. IMAX FILM HOLDING CO. IMAX FORUM RIDE, INC. IMAX II U.S.A. INC. IMAX INDIANAPOLIS LLC IMAX MINNESOTA HOLDING CO. IMAX MUSIC LTD. IMAX PICTURES CORPORATION IMAX PROVIDENCE GENERAL PARTNER CO. IMAX PROVIDENCE LIMITED PARTNER CO. IMAX RHODE ISLAND LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER IMAX PROVIDENCE GENERAL PARTNER CO. IMAX SANDDE ANIMATION INC. IMAX SCRIBE INC. IMAX SPACE LTD. IMAX THEATRE HOLDING (BROSSARD) INC. IMAX THEATRE HOLDING (CALIFORNIA I) CO. IMAX THEATRE HOLDING (CALIFORNIA II) CO. IMAX THEATRE HOLDING (NYACK I) CO. IMAX THEATRE HOLDING (NYACK II) CO. IMAX THEATRE HOLDING CO. IMAX THEATRE HOLDINGS (OEI) INC. IMAX THEATRE MANAGEMENT (SCOTTSDALE), INC. IMAX THEATRE MANAGEMENT COMPANY IMAX THEATRE SERVICES LTD. IMAX U.S.A. INC. IMMERSIVE ENTERTAINMENT INC. MIAMI THEATRE LLC, BY ITS MANAGING MEMBER IMAX THEATRE HOLDING (CALIFORNIA I) CO. MITEY CINEMA INC. MOUNTAINVIEW THEATRE MANAGEMENT LTD. NYACK THEATRE LLC, BY ITS MANAGING MEMBER IMAX THEATRE HOLDING (NYACK I) CO. PANDA PRODUCTIONS INC. RIDEFILM CORPORATION II-3 RPM PICTURES LTD. SACRAMENTO THEATRE LLC, BY ITS MANAGING MEMBER IMAX THEATRE HOLDING (CALIFORNIA I) CO. SONICS ASSOCIATES, INC. STARBOARD THEATRES LTD. STRATEGIC SPONSORSHIP CORPORATION TANTUS FILMS LTD. TANTUS II FILMS LTD. WIRE FRAME FILMS LTD. By: /s/ G. MARY RUBY

----- Name: G. Mary Ruby Title: Corporate Secretary By: /s/ EDWARD MACNEIL
----- Name: Edward MacNeil Title: Vice President II-4 POWERS OF ATTORNEY We, the undersigned officers and directors of the registrants, as applicable, hereby severally constitute Francis T. Joyce, Robert D. Lister and G. Mary Ruby, each of them singly our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, any and all amendments, including post-effective amendments, to this registration statement, and generally do all such things in our name and behalf in such capacities to enable the registrants to comply with the applicable provisions of the Securities Act and all requirements of the Securities and Exchange Commission, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys, or any of them, to any and all such amendments. Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities on February 26, 2004. /s/ RICHARD L. GELFOND Co-Chairman and Co-Chief Executive Officer and

----- Director of IMAX Corporation Richard L. Gelfond Director of IMAX Providence General Partner Co., IMAX Providence Limited Partner Co., IMAX Theatre Holding (California I) Co., IMAX Theatre Holding (California II) Co., IMAX Theatre Holding (Nyack I) Co., IMAX Theatre Holding (Nyack II) Co., IMAX Theatre Holding Co., IMAX Theatre Holdings (OEI), Inc., IMAX Theatre Management Company, Ridefilm Corporation and Sonics Associates Inc. President of IMAX Chicago Theatre LLC, IMAX Providence General Partner Co., IMAX Providence Limited Partner Co., IMAX Rhode Island Limited Partnership, IMAX Space Ltd., IMAX Theatre Holding (California I) Co., IMAX Theatre Holding (California II) Co., IMAX Theatre Holding (Nyack I) Co., IMAX Theatre Holding (Nyack II) Co., IMAX Theatre Holding Co., IMAX Theatre Holdings (OEI) Inc., IMAX Theatre Management Company, Miami Theatre LLC, Mitey Cinema Inc., Nyack Theatre LLC and Sacramento Theatre LLC Chairman of Sonics Associates, Inc. Treasurer of Ridefilm Corporation /s/ BRADLEY J. WECHSLER Co-Chairman and Co-Chief Executive Officer and ----- Director of IMAX Corporation Bradley J. Wechsler Director of Ridefilm Corporation and Sonics Associates Inc. President of 924689 Ontario Inc., IMAX (Titanic) Inc., IMAX (Titanica) Ltd., IMAX Film Holding Co., IMAX II U.S.A. Inc., IMAX Minnesota Holding Co., IMAX Pictures Corporation, IMAX Theatre Management (Scottsdale), Inc., IMAX

Theatre Services Ltd., IMAX U.S.A. Inc., Immersive Entertainment Inc., Mountainview Theatre Management Ltd., Panda Productions Inc., Starboard Theatres Ltd. and Strategic Sponsorship Corporation /s/ NEIL S. BRAUN Director of IMAX Corporation ----- Neil S. Braun /s/ KENNETH G. COPLAND Director of IMAX Corporation ----- Kenneth G. Copland II-5 /s/ MICHAEL FUCHS Director of IMAX Corporation ----- Michael Fuchs /s/ GARTH M. GIRVAN Director of IMAX Corporation ----- Garth M. Girvan /s/ DAVID W. LEEBRON Director of IMAX Corporation ----- David W. Leebron /s/ MARC A. UTAY Director of IMAX Corporation ----- Marc A. Utay /s/ FRANCIS T. JOYCE Chief Financial Officer of IMAX Corporation ----- Francis T. Joyce Vice President, Finance of 1329507 Ontario Inc., 924689 Ontario Inc., David Keighley Productions 70mm Inc., IMAX (Titanic) Inc., IMAX (Titanica) Ltd., IMAX Chicago Theatre LLC, IMAX Film Holding Co., IMAX Forum Ride, Inc., IMAX II U.S.A. Inc., IMAX Minnesota Holding Co., IMAX Music Ltd., IMAX Pictures Corporation, IMAX, Providence General Partner Co., IMAX Providence Limited Partner Co., IMAX Rhode Island Limited Partnership, IMAX Sandde Animation Inc., IMAX Scribe Inc., IMAX Space Ltd., IMAX Theatre Holding (Brossard) Inc., IMAX Theatre Holding (California I) Co., IMAX Theatre Holding (California II) Co., IMAX Theatre Holding (Nyack I) Co., IMAX Theatre Holding (Nyack II) Co., IMAX Theatre Holding Co., IMAX Theatre Holdings (OEI) Inc., IMAX Theatre Management (Scottsdale), Inc., IMAX Theatre Management Company, IMAX Theatre Services Ltd., IMAX U.S.A. Inc., Immersive Entertainment Inc., Miami Theatre LLC, Mitey Cinema Inc., Mountainview Theatre Management Ltd., Nyack Theatre LLC, Panda Productions Inc., Ridefilm Corporation, RPM Pictures Ltd., Sacramento Theatre LLC, Sonics Associates, Inc., Starboard Theatres Ltd., Strategic Sponsorship Corporation, Tantus Films Ltd., Tantus II Films Ltd. and Wire Frame Films Ltd. /s/ KATHRYN A. GAMBLE Vice President, Finance and Controller of IMAX ----- Corporation Kathryn A. Gamble /s/ ROBERT D. LISTER Executive Vice President, Business and Legal ----- Affairs & General Counsel of IMAX Corporation Robert D. Lister Director of Sonics Associates Inc. President of IMAX Forum Ride, Inc. Vice President of 1329507 Ontario Inc., David Keighley Productions 70mm Inc., IMAX Indianapolis LLC, IMAX Music Ltd., IMAX Sandde Animation Inc., IMAX Scribe Inc., IMAX Theatre Holding (Brossard) Inc., RPM Pictures Ltd., Tantus Films Ltd., Tantus II Films Ltd. and Wire Frame Films Ltd. II-6 /s/ G. MARY RUBY Senior Vice President, Legal Affairs, Deputy ----- General Counsel and Corporate Secretary of IMAX G. Mary Ruby Corporation Director of 1329507 Ontario Inc., 924689 Ontario Inc., David Keighley Productions 70mm Inc., IMAX (Titanic) Inc., IMAX (Titanica) Ltd., IMAX Film Holding Co., IMAX Forum Ride, Inc., IMAX II U.S.A. Inc., IMAX Indianapolis LLC, IMAX Minnesota Holding Co., IMAX Music Ltd., IMAX Pictures Corporation, IMAX Sandde Animation Inc., IMAX Space Ltd., IMAX Theatre Holding (Brossard) Inc., IMAX Theatre Management (Scottsdale), Inc., IMAX Theatre Services Ltd., IMAX U.S.A. Inc., Immersive Entertainment Inc., Mitey Cinema Inc., Mountainview Theatre Management Ltd., Panda Productions Inc., RPM Pictures Ltd., Starboard Theatres Ltd., Strategic Sponsorship Corporation, Tantus Films Ltd., Tantus II Films Ltd. and Wire Frame Films Ltd. Corporate Secretary of 1329507 Ontario Inc., 924689 Ontario Inc., David Keighley Productions 70mm Inc., IMAX (Titanic) Inc., IMAX (Titanica) Ltd., IMAX Film Holding Co., IMAX Forum Ride, Inc., IMAX II U.S.A. Inc., IMAX Indianapolis LLC, IMAX Minnesota Holding Co., IMAX Music Ltd., IMAX Pictures Corporation, IMAX Providence General Partner Co., IMAX Providence Limited Partner Co., IMAX Sandde Animation Inc., IMAX Scribe Inc., IMAX Space Ltd., IMAX Theatre Holding (Brossard) Inc., IMAX Theatre Holding (California I) Co., IMAX Theatre Holding (California II) Co., IMAX Theatre Holding (Nyack I) Co., IMAX Theatre Holding (Nyack II) Co., IMAX Theatre Holding Co., IMAX Theatre Holdings (OEI) Inc., IMAX Theatre Management (Scottsdale), Inc., IMAX Theatre Management Company, IMAX Theatre Services Ltd., IMAX U.S.A. Inc., Immersive Entertainment Inc., Mitey Cinema Inc., Mountainview Theatre Management Ltd., Panda Productions Inc., Ridefilm Corporation, RPM Pictures Ltd., Sonics Associates, Inc., Starboard Theatres Ltd., Strategic Sponsorship Corporation, Tantus Films Ltd., Tantus II Films Ltd. and Wire Frame Films Ltd. II-7 /s/ EDWARD MACNEIL Vice President of 1329507 Ontario Inc., 924689 Ontario Inc., ----- David Keighley Productions 70mm Inc., IMAX (Titanic) Inc., Edward MacNeil IMAX (Titanica) Ltd., IMAX Film Holding Co., IMAX Forum Ride, Inc., IMAX II U.S.A. Inc., IMAX Indianapolis LLC, IMAX Minnesota Holding Co., IMAX Music Ltd., IMAX Pictures Corporation, IMAX, Providence General Partner Co., IMAX Providence Limited Partner Co., IMAX Sandde Animation Inc., IMAX Scribe Inc., IMAX Space Ltd., IMAX Theatre Holding (Brossard) Inc., IMAX Theatre

Holding (California I) Co., IMAX Theatre Holding (California II) Co., IMAX Theatre Holding (Nyack I) Co., IMAX Theatre Holding (Nyack II) Co., IMAX Theatre Holding Co., IMAX Theatre Holdings (OEI) Inc., IMAX Theatre Management (Scottsdale), Inc., IMAX Theatre Management Company, IMAX Theatre Services Ltd., IMAX U.S.A. Inc., Immersive Entertainment Inc., Mitey Cinema Inc., Mountainview Theatre Management Ltd., Panda Productions Inc., Ridefilm Corporation, RPM Pictures Ltd., Sonics Associates, Inc., Starboard Theatres Ltd., Strategic Sponsorship Corporation, Tantus Films Ltd., Tantus II Films Ltd. and Wire Frame Films Ltd. /s/ GREG FOSTER President of IMAX Scribe Inc. ----- Greg Foster /s/ DAVID B. KEIGHLEY President of David Keighley Productions 70mm Inc. ----- David B. Keighley

AUTHORIZED REPRESENTATIVE Pursuant to the requirements of Section 6(a) of the Securities Act, the authorized representative has duly caused this registration statement to be signed on its behalf by the undersigned, solely in its capacity as the duly authorized representative of the registrants in the United States, in the City of New York, State of New York, on February 26, 2004. IMAX U.S.A. INC. By: /s/ ROBERT D. LISTER

----- Name: Robert D. Lister Title: Vice President By: /s/ FRANCIS T. JOYCE

----- Name: Francis T. Joyce Title: Vice President of Finance II-8 EXHIBIT INDEX

EXHIBIT NUMBER DOCUMENT NAME ----- 3.1.1 IMAX Corporation Articles of Amalgamation, dated January 1, 2002. Incorporated by reference to Exhibit 3.1 to IMAX Corporation's Form 10-K for the year ended December 31, 2001, file no. 000-24216. 3.1.2 IMAX Corporation New By-Law No. 1, enacted on June 7, 1999. Incorporated by reference to Exhibit 3.2 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 1999, file no. 000-24216. 3.2.1* 1329507 Ontario Inc. Articles of Incorporation, dated December 14, 1998. 3.2.2* 1329507 Ontario Inc. By-Law No. 1, dated December 14, 1998. 3.3.1* 924689 Ontario Inc. Articles of Incorporation, dated December 20, 1990. 3.3.2* 924689 Ontario Inc. By-Law No. 1, dated December 20, 1998. 3.4.1* David Keighley Productions 70MM Inc. Certificate of Amendment of Certificate of Incorporation, dated May 4, 2001. 3.4.2* David Keighley Productions 70MM Inc., By-Laws. 3.5.1* IMAX (Titanic) Inc. Certificate of Amendment of Certificate of Incorporation, dated March 16, 1993. 3.5.2* IMAX (Titanic) Inc. By-Laws. 3.6.1* IMAX (Titanica) Ltd. Articles of Amendment, dated March 12, 1993. 3.6.2* IMAX (Titanica) Ltd. By-Law No. 1, dated December 1, 1987. IMAX (Titanica) Ltd. By-Law No. 2, dated December 1, 1987. 3.7.1* IMAX Chicago Theatre LLC Amended and Restated Certificate of Formation, dated October 16, 2002. 3.7.2* IMAX Chicago Theatre LLC Limited Liability Company Agreement, entered into as of October 16, 2002. 3.8.1* IMAX Film Holding Co. Certificate of Incorporation, dated April 5, 2000. 3.8.2* IMAX Film Holding Co. By-Laws. 3.9.1* IMAX Forum Ride, Inc. Certificate of Amendment of Articles of Incorporation, dated May 1, 1996. 3.9.2* IMAX Forum Ride, Inc. Code of Bylaws. 3.10.1* IMAX II U.S.A. Inc. Certificate of Incorporation, dated December 8, 1995. 3.10.2* IMAX II U.S.A. Inc. By-Laws. 3.11.1* IMAX Indianapolis LLC Articles of Organization, dated January 23, 2001. 3.11.2* IMAX Indianapolis LLC Operating Agreement, entered into as of February 1, 2001. 3.12.1* IMAX Minnesota Holding Co. Certificate of Incorporation, dated May 26, 2000. 3.12.2* IMAX Minnesota Holding Co. By-Laws. 3.13.1* IMAX Music Ltd. Certificate of Incorporation, dated December 11, 2000. 3.13.2* IMAX Music Ltd. By-Law No. 1, dated December 11, 2000. 3.14.1* IMAX Pictures Corporation Certificate of Incorporation, dated February 15, 1995. 3.14.2* IMAX Pictures Corporation By-Laws. 3.15.1* IMAX Providence General Partner Co. Certificate of Incorporation, dated April 18, 1997. 3.15.2* IMAX Providence General Partner Co. By-Laws. 3.16.1* IMAX Providence Limited Partner Co. Certificate of Incorporation, dated April 18, 1997. 3.16.2* IMAX Providence Limited Partner Co. By-Laws. 3.17.1* IMAX Rhode Island Limited Partnership Certificate of Limited Partnership, dated April 18, 1997. 3.18.1* IMAX Sandde Animation Inc. Articles of Amendment, dated February 24, 1998. 3.18.2* IMAX Sandde Animation Inc. By-Law No. 1, dated January 19, 1996. 3.19.1* IMAX Scribe Inc. Certificate of Incorporation, dated February 20, 1996. 3.19.2* IMAX Scribe Inc. By-Laws. II-9 EXHIBIT NUMBER DOCUMENT NAME ----- 3.20.1* IMAX Space Ltd. Articles of Incorporation, dated February 22, 1995. 3.20.2* IMAX Space Ltd. By-Law No. 1, made as of February 22, 1995. 3.21.1* IMAX Theatre Holding (Brossard) Inc. Certificate of Incorporation, dated December 16, 1998. 3.21.2* IMAX Theatre Holding (Brossard) Inc. By-Law No. 1, made as of December 16, 1998. 3.22.1* IMAX Theatre Holding (California I) Co. Certificate of Incorporation, dated July 24, 1997. 3.22.2* IMAX Theatre Holding (California I) Co. By-Laws. 3.23.1* IMAX Theatre Holding (California II) Co. Certificate of Incorporation, dated July 24, 1997. 3.23.2* IMAX Theatre Holding (California II) Co. By-Laws. 3.24.1* IMAX Theater Holding (Nyack I) Co. Certificate of Incorporation, dated July 25, 1997. 3.24.2* IMAX Theater Holding (Nyack I) Co. By-Laws. 3.25.1* IMAX Theater Holding (Nyack II) Co. Certificate of Incorporation, dated July 25,

1997. 3.25.2* IMAX Theater Holding (Nyack II) Co. By-Laws. 3.26.1* IMAX Theatre Holding Co. Certificate of Incorporation, dated April 18, 1997. 3.26.2* IMAX Theatre Holding Co. By-Laws. 3.27.1* IMAX Theatre Holdings (OEI), Inc. Certificate of Incorporation, dated January 8, 1998. 3.27.2* IMAX Theatre Holdings (OEI), Inc. By-Laws. 3.28.1* IMAX Theatre Management (Scottsdale), Inc. Articles of Incorporation, dated April 2, 1991. 3.28.2* IMAX Theatre Management (Scottsdale), Inc. By-Laws, adopted as of April 3, 1991. 3.29.1* IMAX Theatre Management Company Certificate of Incorporation, dated April 18, 1997. 3.29.2* IMAX Theatre Management Company By-Laws. 3.30.1* IMAX Theatre Services Ltd. Articles of Incorporation, dated February 19, 1993. 3.30.2* IMAX Theatre Services Ltd. By-Law No. 1, enacted on February 19, 1993. IMAX Theatre Services Ltd. By-Law No. 2, enacted on February 19, 1993. 3.31.1* IMAX U.S.A. Inc. Certificate of Amendment of Certificate of Incorporation, dated June 29, 1995. 3.31.2* IMAX U.S.A. Inc. By-Laws. 3.32.1* Immersive Entertainment Inc. Certificate of Incorporation, dated April 25, 1995. 3.32.2* Immersive Entertainment Inc. By-Laws. 3.33.1* Miami Theatre LLC Certificate of Formation, dated November 25, 1998. 3.33.2* Miami Theatre LLC Limited Liability Company Agreement, entered into as of November 25, 1998. 3.34.1* Mitey Cinema Inc. Articles of Amendment, dated February 21, 1996. 3.34.2* Mitey Cinema Inc. By-Law No. 1, made as of December 22, 1995. 3.35.1* Mountainview Theatre Management Ltd. Certificate of Incorporation, dated December 13, 1988. 3.35.2* Mountainview Theatre Management Ltd. By-Law No. 1, effective December 13, 1988. Mountainview Theatre Management Ltd. By-Law No. 2, enacted December 22, 1992. 3.36.1* Nyack Theatre LLC Articles of Organization, dated September 10, 1998. 3.36.2* Nyack Theatre LLC Operating Agreement, dated September 16, 1998. 3.37.1* Panda Production Inc. Certificate of Incorporation, dated November 2, 1999. 3.37.2* Panda Production Inc. By-Laws. 3.38.1* Ridefilm Corporation Certificate for Restoration, Renewal and Revival of Certificate of Incorporation, dated April 3, 1996. 3.38.2* Ridefilm Corporation By-Laws. 3.39.1* RPM Pictures Ltd. Certificate of Incorporation, dated January 13, 2003. 3.39.2* RPM Pictures Ltd. By-Law No. 1, dated January 13, 2003. 3.40.1* Sacramento Theatre LLC Certificate of Formation, dated May 12, 1999. 3.40.2* Sacramento Theatre LLC Limited Liability Company Agreement, made and entered into as of May 12, 1999. 3.41.1* Sonics Associates, Inc., A Body Corporate Certificate of Incorporation, dated January 28, 1972. II-10 EXHIBIT NUMBER DOCUMENT NAME ----- 3.41.2* Sonics Associates, Inc. By-Laws. 3.42.1* Starboard Theatres Ltd. Certificate of Incorporation, dated June 10, 1997. 3.42.2* Starboard Theatres Ltd. By-Law No. 1, enacted December 19, 1986. 3.43.1* Strategic Sponsorship Corporation Certificate of Amendment of Certificate of Incorporation, dated November 4, 1999. 3.43.2* Strategic Sponsorship Corporation By-Laws. 3.44.1* Tantus Films Ltd. Certificate of Incorporation, dated March 22, 2002. 3.44.2* Tantus Films Ltd. By-Law No. 1. 3.45.1* Tantus II Films Ltd. Certificate of Incorporation, dated April 7, 2003. 3.45.2* Tantus II Films Ltd. By-Law No. 1, dated as of April 7, 2003. 3.46.1* Wire Frame Films Ltd. Certificate of Incorporation, dated February 16, 1998. 3.46.2* Wire Frame Films Ltd. By-Law No. 1, made as of February 17, 1998. 4.1* Purchase Agreement, dated as of November 19, 2003, by and among IMAX Corporation, the Guarantors (as defined therein), Credit Suisse First Boston LLC, Jefferies & Company, Inc., Wachovia Capital Markets, LLC and U.S. Bancorp Piper Jaffray Inc., relating to the issuance of IMAX Corporation's 9 5/8% Senior Notes due 2010. 4.2* Registration Rights Agreement, dated as of December 4, 2003, by and among IMAX Corporation, the Guarantors (as defined therein), Credit Suisse First Boston LLC, Jefferies & Company, Inc., Wachovia Capital Markets, LLC and U.S. Bancorp Piper Jaffray Inc., relating to the issuance of IMAX Corporation's 9 5/8% Senior Notes due 2010. 4.3* Indenture, dated as of December 4, 2003, by and among IMAX Corporation, the Guarantors (as defined therein) and U.S. Bank National Association, as Trustee, related to the issue of IMAX Corporation's 9 5/8% Senior Notes due 2010. 4.4 Forms of note and exchange note (included in Exhibit 4.3). 4.5 Form of guarantee (included in Exhibit 4.3). 5.1* Opinion of Shearman & Sterling LLP as to the validity of the notes and the accompanying guarantees. 8.1* Opinion of Shearman & Sterling LLP as to certain U.S. federal income tax considerations. 10.1 Stock Option Plan of IMAX Corporation, dated June 7, 1999. Incorporated by reference to Exhibit 10.1 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 1999, file no. 000-24216. 10.2 Employment Agreement, dated as of July 15, 1997 between David Keighley Productions 70MM Inc. and David B. Keighley. Incorporated by reference to Exhibit 10.2 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. 10.3 Employment Agreement, dated July 1, 1998 between IMAX Corporation and Bradley J. Wechsler. Incorporated by reference to Exhibit 10.2 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 1998, file no. 000-24216. 10.4 Amended Employment Agreement, dated July 12, 2000 between IMAX Corporation and Bradley J. Wechsler. Incorporated by reference to Exhibit 10.10 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 2000, file no. 000-24216. 10.5

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Amended Employment Agreement, dated April 3, 2001 between IMAX Corporation and Bradley J. Wechsler. Incorporated by reference to Exhibit 10.15 to IMAX Corporation's Form 10-Q for the quarter ended March 31, 2001, file no. 000-24216. 10.6 Amended Employment Agreement, dated April 23, 2002 between IMAX Corporation and Bradley J. Wechsler. Incorporated by reference to Exhibit 10.14 to IMAX Corporation's Form 10-Q for the quarter ended June 30, 2002, file no. 000-24216. 10.7 Employment Agreement, dated July 1, 1998 between IMAX Corporation and Richard L. Gelfond. Incorporated by reference to Exhibit 10.1 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 1998, file no. 000-24216. II-11 EXHIBIT NUMBER DOCUMENT NAME -----
----- 10.8 Amended Employment Agreement, dated July 12, 2000 between IMAX Corporation and Richard L. Gelfond. Incorporated by reference to Exhibit 10.9 to IMAX Corporation's Form 10-Q for the quarter ended September 30, 2000, file no. 000-24216. 10.9 Amended Employment Agreement, dated April 3, 2001 between IMAX Corporation and Richard L. Gelfond. Incorporated by reference to Exhibit 10.16 to IMAX Corporation's Form 10-Q for the quarter ended March 31, 2001, file no. 000-24216. 10.10 Amended Employment Agreement, dated April 23, 2002 between IMAX Corporation and Richard L. Gelfond. Incorporated by reference to Exhibit 10.13 to IMAX Corporation's Form 10-Q for the quarter ended June 30, 2002, file no. 000-24216. 10.11 Employment Agreement, dated March 9, 2001 between IMAX Corporation and Greg Foster. Incorporated by reference to Exhibit 10.9 to IMAX Corporation's Form 10-K for the year ended December 31, 2001, file no. 000-24216. 10.12 Amending Agreement, dated August 8, 2002 between IMAX Corporation and Greg Foster. Incorporated by reference to Exhibit 10.12 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. 10.13 Employment Agreement, dated May 9, 2001 between IMAX Corporation and Francis T. Joyce. Incorporated by reference to Exhibit 10.13 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. 10.14 Amended Employment Agreement, dated May 14, 2003 between IMAX Corporation and Francis T. Joyce. Incorporated by reference to Exhibit 10.16 to IMAX Corporation's Form 10-Q for the quarter ended June 30, 2003, file no. 000-24216. 10.15 Employment Agreement, dated May 17, 1999 between IMAX Corporation and Robert D. Lister. Incorporated by reference to Exhibit 10.14 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. 10.16 Amended Employment Agreement, dated April 4, 2001 between IMAX Corporation and Robert D. Lister. Incorporated by reference to Exhibit 10.15 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. 10.17* Second Amended Employment Agreement, dated January 1, 2004 between IMAX Corporation and Robert D. Lister. 10.18 Shareholders' Agreement, dated as of January 3, 1994, among WGIM Acquisition Corporation, the Selling Shareholders as defined therein, Wasserstein Perella Partners, L.P., Wasserstein Perella Offshore Partners, L.P., Bradley J. Wechsler, Richard L. Gelfond and Douglas Trumbull (the "Selling Shareholders' Agreement"). Incorporated by reference to Exhibit 4.2 to IMAX Corporation's Form 10-K for the year ended December 31, 2000, file no. 000-24216. 10.19 Amendment, dated as of March 1, 1994, to the Selling Shareholders' Agreement. Incorporated by reference to Exhibit 4.3 to IMAX Corporation's Form 10-K for the year ended December 31, 2000, file no. 000-24216. 10.20 Amended and Restated Shareholders' Agreement, dated as of February 9, 1999, by and among Wasserstein Perella Partners, L.P., Wasserstein Perella Offshore Partners, L.P., WPPN Inc., the Michael J. Biondi Voting Trust, Bradley J. Wechsler and Richard L. Gelfond and IMAX Corporation. Incorporated by reference to Exhibit 4.10 to IMAX Corporation's Form 10-K for the year ended December 31, 1998, file no. 000-24216. 10.21 Registration Rights Agreement, dated as of February 9, 1999, by and among IMAX Corporation, Wasserstein Perella Partners, L.P., Wasserstein Perella Offshore Partners, L.P., WPPN Inc., the Michael J. Biondi Voting Trust, Bradley J. Wechsler and Richard L. Gelfond. Incorporated by reference to Exhibit 4.12 to IMAX Corporation's Form 10-K for the year ended December 31, 1998, file no. 000-24216. 10.22* Loan Agreement, dated as of February 6, 2004, by and between Congress Financial Corporation (Canada) and IMAX Corporation. 12.1* Statement Regarding Computation of Ratios of Earnings to Fixed Charges. 21.1 List of subsidiaries of IMAX Corporation. Incorporated by reference to Exhibit 21 to IMAX Corporation's Form 10-K for the year ended December 31, 2002, file no. 000-24216. II-12 EXHIBIT NUMBER DOCUMENT NAME -----
----- 23.1* Consent of PricewaterhouseCoopers LLP. 23.2 Consents of Shearman & Sterling LLP (included in Exhibits 5.1 and 8.1). 23.3* Consent of McCarthy Tetrault LLP. 24.1 Powers of Attorney (included on signature pages to this registration statement). 25.1* Statement of Eligibility of the Trustee. 99.1* Form of Letter of Transmittal with respect to outstanding 9 5/8% Senior Notes due 2010. 99.2* Form of Notice of Guaranteed Delivery with respect to outstanding 9 5/8% Senior Notes due 2010. ----- * Filed herewith II-13