AGREEMENT entered into as of this first day of July, 2005 by and
between the
DIRECTORS GUILD OF AMERICA, INC., a corporation duly
organized under
the laws of the State of California, having its National Office at 7920 Sunset
Boulevard, Hollywood, California 90046 (hereafter referred to as the
"Guild") and
12:05 AM Productions, LLC
70 Productions, Inc.
Allenford Productions, Inc.
Albermarle Productions, Inc
Alpine Productions, Inc.
Arlington Productions, Inc.
Ashland Productions, Inc.
The Avnet/Kerner Company
Avoca Productions, Inc.
Belleville Productions, Inc.
Big Snake, Inc.
Big Ticket Pictures Inc.
Big Ticket Productions Inc.
BOT Productions, Inc.
Bruce Nash Entertainment Inc.
Califon Productions, Inc.
Canterbury Productions, Inc.
CBS Studios Inc.
Colony Way Productions, Inc.
Columbia Pictures Industries, Inc.
Corsica Productions, Inc.
CPT Holdings, Inc.
de Passe Entertainment, Inc.
dick clark film group, inc.
dick clark productions, inc.
Direct Court Productions, Inc.
Doing It Productions, Inc.
Don Mischer Productions, Inc.
DreamWorks Dramatic Television LLC

DreamWorks SKG Television LLC
DreamWorks Television LLC
Earlham Productions, Inc.
Elizabeth Street Productions, Inc.
ELP Communications
Entrada Productions, Inc.
E.O.B. Productions, Inc.
Eye Productions Inc.
Floresta Productions, Inc.
Fox Center Productions, Inc.
Fox Daytime Prod., Inc.
Fox Nitetime Prod., Inc.
Fox Square Productions, Inc.
Fox Television Studios, Inc.
George Schlatter Productions
Get A Life Productions, Inc.
Glenhill Productions, Inc.
Granada US Productions
Grand Slam Productions, Inc.
Grass Skirt Productions, LLC
Halberd Productions, Inc.
High Productions, Inc.
Hillard Productions, Inc.
Hollyvista Productions, Inc.
Hudson Productions, Inc.
Invader Productions, Inc.
January Enterprises, Inc.
Jeff Margolis Productions, Inc.
The Jon Avnet Co. II
Kelley Productions, Inc. dba David E. Kelley Productions
Ken Ehrlich Productions, Inc.
Kevin Hill Productions, Inc.
La Mesa Productions, Inc.
Lafitte Productions, Inc.
Llamame Loco Producciones, Inc.
Madison Productions, Inc.
McFarlane Productions, Inc.
MFV Productions LLC
MGM Television Entertainment Inc.
Monet Lane Prod., Inc.
Montrose Productions, Inc.
National Studios, Inc.
New Liberty Productions, Inc.
New Regency Productions, Inc.
October Holdings, Inc.
Osage Productions, Inc.
Paramount Pictures Corporation
Paul Brownstein Productions, Inc.
Pet II Productions, Inc.
Phoenix Pictures Development Corp.
Quadra Productions, Inc.
Ralph Edwards Productions
Redcrest Productions, Inc.
Remote Broadcasting, Inc.
Rickmill Productions, Inc.
River Tower Productions, Inc.
Rosecrans Productions, Inc.
San Vicente Productions, Inc.
Seneca Productions, Inc.
South Swell, Inc.
Spelling Television Inc.
Tenth Planet Productions, Inc.
Texas West, Inc.
Toluca Holdings, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
Trackdown Productions, Inc.
TriStar Pictures, Inc.
TriStar Television, Inc.
Turner Films, Inc.
Twentieth Century Fox Film Corporation

Ultra-VI Productions, Inc.
Universal City Studios LLLP
Universal Network Television LLC
Universal Studios Network Programming
USI Network Development LLC
Valleycrest Productions, Inc.
Vasanta Productions, Inc.
Viacom Productions Inc.
Vicar Television Productions, Inc.
WAD Productions, Inc.
Walt Disney Pictures & Television
Warner Bros. Pictures Inc.
Warner Bros. Television Production Inc.
West Reef, Inc.
Westholme Productions, Inc.
Wilshire/Hauser Company
WIP Productions, Inc.
Woodridge Productions, Inc.
Wooster Productions, Inc.
WS4 Productions, Inc.
each hereinafter referred to as the "Company" or the "Employer" and
collectively
referred to as "Companies" or "Employers," and all of which constitute a
single
multi-employer bargaining unit.

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

-5- Article I, Section A.

ARTICLE 1.
SECTION A. DEFINITION OF TERMS
When used in this Agreement, unless the context otherwise requires:
1. The term "Guild" means the Directors Guild of America, Inc.
2. The term "Company" means any signatory to this Agreement and any
corporation(s), firm(s) or individual(s) which shall be successor to
such company or companies, whether by operation of law or
otherwise, and may be referred to as "Employer."
3. The term "Director" means anyone employed by the Company who
directs any element, audio or video, of a "television program" (as
hereinafter defined in Section A. of Article 2), or segment thereof, or
audition thereof, or directs any closed circuit as specified in Paragraph
6. of this Article I.A., or directs any commercial, and same may be
referred to herein as "Employee."
4. The term "Associate Director" means anyone employed by the
Company who performs the duties set forth in Section B. of Article 2
hereof in connection with television programs as defined in Paragraph
6. hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "Employee."

5. The term "Stage Manager" means anyone employed by the Company who performs the duties set forth in Section C. of Article 2 hereof, or in connection with any closed circuit specified in Paragraph 6. hereof, or in connection with any commercial, and same may be referred to herein as "Employee."

6. The terms "television program," "program," "show" or "commercial," as used in this Agreement (hereinafter collectively referred to as "programs"), shall include, in addition to programs simultaneously originated for broadcast for a live performance, each of the following:
(a) Programs produced or recorded by means of any electronic audio or video equipment (including, but not limited to, a
Article 2, Section A. -12-

ARTICLE 2.
SECTION A. DIRECTORS
Subject only to the supervision and control of the Producer, the Executive Producer, or the Company executive to whom he/she reports, the authority and responsibility of the Director includes the following:
1. All changes and cuts in the script at the time of recording or "on-the-air" to bring the script into conformity with the Director's artistic interpretation and time requirements.
2. Casting and auditioning for casting during the period of his or her employment. In addition, the Director shall be advised of all prior casting commitments at the time of his or her engagement and will thereafter be advised of all proposed casting.
3. Determining, in production conferences with any persons assigned to the program or commercial, all audio and video elements of the program or commercial.
4. Selection and approval of music.
5. Directing of all elements of each television program or commercial.
6. On-the-air integration of the various elements that make up a multimobile unit or multi-point origination.
7. Directing all closed circuits and non-broadcast presentations which require the duties of a Director.
8. Surveying all remote locations.
9. The Director or, at his or her option, an Associate Director or Stage Manager, shall issue instructions directly to the technical crew.
10. The Director who directs the recording of the production of a prerecorded television program or commercial shall edit such recording
-19- Article 3
ARTICLE 3.
RECOGNITION
SECTION A.
The Guild is recognized by the Employer as the sole collective bargaining agent for all Directors, Associate Directors and Stage Managers in the television industry.
SECTION B.
The phrase "television industry," as used in Section A. above and limited to Section A. above only, shall be deemed to mean the production by the undersigned Company of all types of television programs on film (as provided in Article 1.A.6.(b) and Article 1.B.3. hereof) or on tape or transferred from tape to film or film to tape, or otherwise, of any gauge or size or type, or live, whether for public or private showings as theatrical, television, supplemental markets, industrial, religious, educational, commercial, documentary or government films, and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination thereof, or other means, methods or devices now known or yet to be devised, in connection with which a Director, Associate Director or Stage Manager renders services as an employee.
Article 4 -20-
ARTICLE 4.
GUILD SECURITY
During the term of this Agreement, the Company will maintain in its employ as Directors, Associate Directors or Stage Managers only such persons who are members of the Directors Guild of America, Inc. in good standing or who shall make application for membership in the Directors Guild of America, Inc. within the time permitted by law.
Subject to the provisions of this Article and to the extent that it shall be lawful so
to do, the Employer agrees that in every future employment agreement it
enters
into with an Employee, the Employee shall promise to be or become a
member of
the Guild in good standing, as herein provided, and shall remain so for the
duration
of the employment agreement; that subject to the provisions of this Article
and to
the extent that it may be lawful so to do, the Employer shall require such
person to
agree that if he or she shall fail or refuse to so become or remain a member
of the
Guild in good standing, as herein provided, the Employer will terminate its
further
obligations under such employment agreement. The terms of this Agreement
shall
be part of such employment agreement.
The term "member of the Guild in good standing" means a person who
offers to
pay (and, if the Guild accepts the offer, pays) Union initiation fees and dues as
financial obligations in accordance with the requirements of applicable law.
Before termination of any employment becomes effective, the Guild shall
give
written notice to the Employee of the initiation, reinstatement or upgrade fee
and/or delinquent dues payable. If the Employee fails to pay such fees and
dues,
the Guild shall give written notice to the Employer of such failure and the
amount
of fees and/or dues payable. If such amount is paid within five (5) days after
such
notice to the Employer, the Employee's dismissal shall not be required by
reason of
non-payment of such fees or dues.
The term "dues," as used in this Article 4, shall not include fines, penalties,
assessments or initiation fees.
-21- Article 5

**ARTICLE 5.**
REPORTING OF EARNINGS
Within fifteen (15) days after the close of each quarter, the Employer will submit a list of all Employees employed by Employer during the quarter showing each Employee's earnings for that period. For the purpose of this Article, earnings shall include only direct compensation of all types required hereunder (including so-called "overscale" amounts) paid to Employee, and shall not include, without limitation, profit participations, gross participations, payments for services and rights not covered by this Agreement, payments received by Director for exhibition of a theatrical motion picture on free television, payments for free television reruns, supplemental markets and residual payments under Article 29, and per diem, travel allowance, and other reimbursements which are not compensation for services rendered pursuant to this Agreement.

The Trustees of the Directors Guild – Producer Health and Welfare Plan may determine that an increase in the contribution rate to the Health and Welfare Fund is needed to maintain the level of benefits in existence on July 1, 2005 (less any reduction in benefits approved by the Trustees before that date). If the Trustees so determine, the increase in minimums in the column marked "7/1/07" will be reduced by an equivalent percentage.

ARTICLE 6.
BASIC MINIMUM COMPENSATION AND CONDITIONS FOR DIRECTORS
SECTION A. DRAMATIC PROGRAMS
1. Network Prime Time
Program Length 7/1/05 10/1/05 7/1/06 7/1/07 Included Days
0 - 15 Minutes $12,587 $12,965 $13,354 $13,755 4 days
16 - 30 Minutes 19,361 19,942 20,540 21,156 7, 1 day of which
need not be consecutive
31 - 60 Minutes 32,879 33,865 34,881 35,927 15, 2 days of
which need not be consecutive
61 - 90 Minutes 54,798 56,442 58,135 59,879 25, 4 days of
which need not be
consecutive
91 - 120 Minutes 92,056 94,818 97,663 100,593 42, 7 days of
which need not be
consecutive
For programs in excess of two (2) hours, the minimum and included days
shall be computed at the two (2) hour rate plus a proration of the one (1)
hour schedule for any such time in excess of two (2) hours.
-49- Article 7, Section A.

ARTICLE 7.
ADDITIONAL COMPENSATION FOR RERUNS,
SEGMENT RE-USE AND FOREIGN USE PAYMENTS
SECTION A. HOW PAID
1. The salary paid to the Director for his or her services in connection
with a television program shall constitute payment in full for the
broadcasting of such program once in each city in the United States,
its territories, possessions and Canada, in which any television
broadcasting stations are now located and once in each city in the
United States, its territories, possessions and Canada, in which any
television broadcasting stations are hereafter for the first time
established.
(a) A television program which has been telecast not more than
once in any city in the United States, its territories, possessions
and Canada, is in its first run. A television program which has
been telecast more than once, but not more than twice in any
city in the United States, its territories, possessions and Canada,
is in its second run. A similar test applies in determining when
a television program is in its third and succeeding runs.
(b) If the Company desires to telecast any television program(s)
described in Article 6 for more than one run in the United
States, its territories, possessions and Canada, the employment
contract of each Director engaged therein shall contain a
separate provision for additional compensation for reruns which
shall be not less than those amounts and percentages found in
Section B.
Article 8 -66-

ARTICLE 8.
COMMERCIALS AND PROMOTIONAL ANNOUNCEMENTS
SECTION A. COMMERCIALS - SEE SIDELETTER #2
SECTION B. PROMOTIONAL ANNOUNCEMENTS
1. No additional compensation is payable to the Director of a program or episode of a series who also directs, within his or her included days for such program or episode, promotional announcements for the program or series; provided, however, that with respect to a promo for a series (as distinguished from the particular episode), the Director must be engaged for half or more of the series' episodes for the then current season. If the Director of a program or episode is entitled to compensation for directing promotional announcements, either because such services are not performed within his or her included days, or in the case of a promo for a series because the Director has not been engaged for half or more of the series' episodes, such additional compensation shall be computed on the basis of Paragraph 2. below.

2. If a Director is engaged specifically and only for the purpose of directing promotional announcements, he or she shall be paid the applicable "additional day" rate in Article 6, with one day of preparation time allowed, provided that if the Director is called for a single day's employment and the recording of the promotional announcements takes five (5) hours or less, then the preparation requirement shall be included in the same day and only one (1) day's compensation shall be paid.

-67- Article 9, Section A.

ARTICLE 9.

GENERAL CONDITIONS

SECTION A.

1. The Director of a simulcast shall be paid, in addition to the applicable minimum, additional compensation of thirty-three and one-third percent (33\%\%) thereof.

2. A Director shall not be denied his or her compensation for the original broadcast, live repeat broadcast or pre-recording of a television program by reason of the failure to broadcast or pre-record such program due to preemption.

3. Sustaining rates shall be seventy-five percent (75\%) of commercial rates. Sustaining rates shall not be applicable to prime time programs.

4. Offset of Overscale Compensation

(a) Overscale cannot be used to credit or offset, in any manner, any payments required to be made to the Director. The only exception to this credit or offset prohibition is the right of the Employer to negotiate with the Director to credit or offset residuals against monies in excess of two hundred percent.
(200%) of scale. Residuals cannot otherwise be prepaid. Any prepayment must be specifically set forth in the deal memorandum in the specific dollar amounts to be credited or offset. The foregoing restrictions shall not apply to contracts of employment entered into on or before July 1, 1981 as to which the provisions of the 1978 Agreement shall apply. The restrictions in the paragraph above shall not apply to news, sports and public affairs programs as to which compensation in excess of the applicable basic minimum compensation may be offset against other monies which may become due to the Director; provided that the Company and the Director have agreed in advance to such offset (and have set forth such
See Article 32 for terms and conditions applicable to multi-camera prime time dramatic pilots, presentations and series.
See text of footnote on page 22.
Article 10, Part 1, Section A. -84-

ARTICLE 10.
BASIC MINIMUM COMPENSATION AND CONDITIONS FOR ASSOCIATE DIRECTORS AND STAGE MANAGERS
PART 1. PRIME TIME DRAMATIC PROGRAMS
The minimum salaries and conditions of employment set forth in this Part 1. shall govern the employment of Associate Directors and Stage Managers on prime time dramatic programs.

SECTION A. MINIMUM SALARIES
1. Salary
PERIOD TYPE OF RATE Associate Director
First Stage Manager
Stage Manager
7/1/05 - 9/30/05
Studio Workweek
Distant Location
Workweek
$3,385
4,738
$2,812
A studio workweek shall consist of five (5) days (freelance or term contract). A distant location workweek shall consist of six (6) of seven (7) days (freelance or term contract).

-117- Article 11, Section A.

ARTICLE 11. PENSION AND HEALTH AND WELFARE
SECTION A. PENSION

1. The Company shall contribute to the Directors Guild of America—Producer Pension Plan five and one-half percent (5½%) of the gross compensation, including residuals and foreign use payments, of Directors, Associate Directors and Stage Managers. For purposes of computing such Company contribution in connection with any television tape, gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract.

2. Each Employee shall also contribute to the aforesaid pension trust fund two and one-half percent (2½%) of the amount used as the basis for computing the Company's five and one-half percent (5½%) contribution, and such amount shall be deducted by the Company from his or her compensation and paid directly to the pension trust fund on his or her behalf.

3. The contributions described above shall be transmitted directly to the Trustees of the Pension Plan according to Plan requirements.

4. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America—Producer Pension Plan Trust Agreement.

5. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.

Article 12, Section A. -120-

ARTICLE 12.

PENSION, HEALTH AND WELFARE -- TRUST FUNDS AND DELINQUENCIES

SECTION A. TRUST AGREEMENTS

The Employer and the Guild agree to accept, assume and be bound by the separate Trust Agreements establishing the "Directors Guild of America—Producer Pension Plan" and "Directors Guild—Producer Health and Welfare Plan," and all modifications, alterations and amendments made thereto. The Employer shall, upon request, be furnished a copy of said Trust Agreements by the Plan Offices.
SECTION B. TRUSTEES
The Employer irrevocably designates and appoints the Alliance of Motion Picture & Television Producers as its attorneys in fact for the selection, removal and substitution of Producer Plan Trustees of such Trusts. Producer Plan Trustees shall be appointed by the Alliance of Motion Picture & Television Producers, by the Network Group and the Association of Independent Commercial Producers, or other employer associations which are entitled to appoint Producer Plan Trustees under the terms of the Trust Agreements.

SECTION C. DELINQUENT CONTRIBUTIONS
The Employer specifically agrees to be bound by the provisions of the Trust Agreements referred to in this Section A., relating to the payment of attorneys' fees, court costs, interest, liquidated damages and auditing costs in connection with delinquent contributions and the collection of delinquent contributions to the Plans, as they now exist and as they may be modified in the future.

SECTION D. ARBITRATION
The Trustees of the Plans are not parties to this Agreement and are not obligated by this Agreement to arbitrate any of their rights under this Agreement; provided, however, the Guild retains the right to enforce the provisions of this Article 12.

-123- Article 13

ARTICLE 13.

MOTION PICTURE AND TELEVISION FUND
Upon written authorization of the Employee, the Employer will deduct from such Employee's salary and pay to the Motion Picture and Television Fund the authorized contribution.

Article 14, Section A. -124-

ARTICLE 14.

CONTRACTS OF EMPLOYMENT

SECTION A. CONTRACTS
1. A separate written contract shall be made between the Company and each Director with respect to each engagement of the Director by the Company.

2. Negotiations Not to be Prolonged – Offsets to be Specified in Salary Paragraph – Deal Memorandum

(a) All negotiations for the employment of freelance Directors will be carried on diligently and in good faith in order that a written contract of employment may be executed as soon as practicable. To further this end, the Guild will undertake to secure the full cooperation of the Directors and their agents.

(b) Following the oral confirmation between Employer and a freelance Director, or his or her agent, of the rate of compensation and the starting date for a proposed employment of the freelance Director, the Employer will deliver to the Director, prior to his or her employment, a "deal memorandum." Such deal memorandum shall set forth at least the information contained in Exhibit “F,” attached hereto. The deal memorandum submitted may contain further terms in addition to those specified in Exhibit “F,” including part or all of the terms of the employment contract. A copy of the deal memorandum shall be delivered to the Guild concurrently by the Company.

Following the deal memorandum, the Employer will, as soon as practicable, deliver to the Director a proposed written contract of employment of the freelance Director. Such contract shall clearly set forth the Director's weekly salary rate and, subject to the provisions of Article 9.A.4., shall clearly specify in the same paragraph whether or not and in what manner overscale compensation may be offset by the Employer, except that the

ARTICLE 15.

AUTHORITY OF DIRECTORS

SECTION A.

It is recognized that the functions and duties of Directors are of a professional creative character.

SECTION B.

The Company shall take all steps which, in its opinion, are reasonable and are within the framework of the Company policies and methods to support the
authority of the Director with respect to the direction of the rehearsal and performance of each program or commercial for which he or she is employed.

SECTION C.
Within such policies, the Company shall recognize that during rehearsal periods, the direction of the component parts of the production shall be the responsibility of the Director, and any changes or suggestions shall be made to the Director; and the Company shall aid the Director by refusing admittance to persons not authorized by them to the studio and control room or the control site at remotes during rehearsal and performance.

SECTION D.
It is understood that only the Director may direct. Given the nature of the control room, conversation must be kept at a minimum, and all persons should follow the proper chain of command.

SECTION E.
In order to provide the most creative environment possible for the Director and actor(s) in casting sessions, no one shall be present at casting sessions except those.

ARTICLE 16.
CREDITS
SECTION A. TELEVISION CREDITS
1. The Company shall give video credit to the Director for each show he or she directs.
   (a) The Company shall not delete such credit on reruns or delayed broadcasts.
   (b) The Company will not hereafter and during the term hereof enter into any agreement with any guild, craft, union or labor organization in which it agrees to accord members thereof credit which includes the word "Director" or any derivation thereof; and,
   (c) that except as required by agreements heretofore executed by the Company, the Company will not grant to an individual,
other than a Director, any form of paid advertising credit which includes the word "Director," "direction" or any derivation thereof.
(d) It is understood that the Company shall not enter into any agreement with any union, guild or other firm, person or corporation which restricts in any manner the right of a Director to negotiate for screen, paid advertising or other credits in any form desired by him or her, subject to waiver.
(e) When two (2) or more episodes of the same series are exhibited back-to-back, whether in the medium of original exhibition or in a subsequent medium of exhibition, the Employer may place the "Directed by" credits before the first episode, so long as the "Directed by" credits are clearly identified with the correct episode or title or a designation such as Part I or Part II and appear on separate cards (unless all applicable episodes were directed by the same Director). The cards will be the last cards before the first scene of the picture or, when permitted, the first

ARTICLE 17.
STAGING
SECTION A.
The category of personnel sometimes heretofore referred to as "stagers" is not deemed a separate craft and the function sometimes heretofore known as "staging" will be deemed for all purposes a directorial function.
SECTION B.
The terms and conditions of employment of persons engaged by the Company in performing the aforesaid directorial function shall be governed by this Agreement and such persons will be required to comply with all provisions of this Agreement.
SECTION C.
The Company will not give air credits in the form of "Staged by

_________________" or any other credit utilizing any form of the word "stage"
except that credit for staging choreography may be given where it is made clear
that the staging is limited to dance numbers or dancing alone.

Article 18 -138-

ARTICLE 18.

STRIKES - UNUSUAL DUTIES

A. In the event of any strike by any other union or by the Guild concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

B. (1) The Guild agrees that during the term hereof it will not call or engage in or assist any strike, slowdown or stoppage of work affecting television production against the Employer. The Guild agrees that it will use its best efforts in good faith to require its members to perform their services for the Employer. The Guild and the Employer mutually agree that during the term of this Agreement they will endeavor to promote goodwill, mutual understanding and real cooperation between members of the Guild and the Employer.

(2) Notwithstanding the foregoing provision, it shall constitute a material violation of this Agreement for the Employer to attempt to impose discipline as a result of the refusal of any Employee to cross any primary picket line duly authorized by the Guild.

(3) In the event any Employee who is also a member of a collective bargaining organization or union other than the Guild ("union") is requested in writing by Employer to cross a picket line of such union, and the Employee crosses such picket line at the request of the Employer to perform services hereunder, then the Employer shall be deemed to have indemnified and held harmless such Employee from any monetary loss, such as, without limitation, fines, or claims arising out of the defense of any disciplinary or court action by the union or its members suffered by such Employee as a result thereof including, but not limited to, attorneys' fees and arbitration and court costs. It shall constitute a material violation of this Agreement for the Employer to attempt to impose discipline because of the Employee's refusal to cross such picket line of such other union absent the specific written request (and indemnity) of Employer.

-139- Article 19, Section C.

ARTICLE 19.

NON-DISCRIMINATION

SECTION A. POLICY

1. The parties mutually reaffirm their policy of non-discrimination in the employment or treatment of any Employee because of race, creed,
age, religion, color, sex, national origin or physical handicap, in accordance with applicable state or federal laws.
2. Agreement by the Employer and the Guild to the provisions of this Article 19 shall not expand or contract any legal rights or obligations conferred under state and federal laws, including conferring a right of contribution upon the Employer against the Guild or vice versa.

SECTION B. REPORTS
1. The Employer shall submit to the DGA within thirty (30) days following the end of each calendar quarter a report of the sex and ethnicity of persons employed under the classifications hereunder during the preceding quarter. The report shall also identify Directors regardless of sex and ethnicity who are employed on prime time dramatic television programs and have no prior credits on prime time dramatic television programs. The report shall conform with the instructions and form set forth in Exhibit "A" of this Agreement.
2. If Company has not submitted reports previously, the Guild will not unreasonably deny Company's request for an extension of time to submit the first report.

SECTION C. REPRESENTATIVES
1. The Employer shall designate an individual as the Equal Employment Officer who shall be responsible for the preparation and submission of reports as provided in Section B.

ARTICLE 20.
ARBITRATION
SECTION A. MATTERS SUBJECT TO GRIEVANCE AND ARBITRATION
1. Arbitrability
The following matters shall be subject to arbitration: All grievances, disputes or controversies over the interpretation or application of this Agreement and, in addition, all grievances, disputes or controversies over the interpretation or application of any Employee's personal services contract or deal memo with respect to (a) credit provisions, (b) cutting rights provisions, (c) preview rights provisions, (d) creative rights provisions (including, without limitation, all consultation and/or approval rights of any kind relating to any program), (e) money claims for unpaid compensation seeking $450,000 or less, (f) cash per diem payments for Employees only; provided, however, that grievances, disputes or controversies over the interpretation or application of any personal service contract or deal memo shall not be arbitrable if they
relate to (1) perquisites such as per diem (except as provided above), travel arrangements, secretarial services and the like, (2) compensation measured by net or gross proceeds, or (3) other provisions not referred to in (a) through (f) hereinabove. The Arbitrator shall determine any dispute as to the arbitrability of any matter hereunder.

2. Limitation on Arbitrator's Power
The Arbitrator shall not have the power to vary, alter, modify or amend any of the terms of this Agreement or of any deal memo or personal service contract in making a decision or award.

3. Defenses, Setoffs and Counterclaims
(a) In any grievance or arbitration concerning a claim for unpaid compensation under an Employee's deal memo or personal service contract, the Employer may assert any and all defenses,

ARTICLE 21.
WAIVERS
Waivers of any provisions of this Agreement between the Company and the Guild may be granted only by the Guild in its sole discretion and not by any member of the Guild. All requests by the Company for waivers shall be confirmed in writing forthwith. The Guild may also impose conditions in connection with waivers which are granted.

ARTICLE 22.
POSTING OF BOND
The Guild may require the posting of a bond to secure the payment of compensation, including pension, health and welfare, vacation pay, residuals, foreign pay fees and all other monetary items due or becoming due to Employees in those categories represented by the Guild, and also may impose conditions to secure such payment.

ARTICLE 23.
OTHER USES OF TELEVISION PROGRAMS
SECTION A.
In the event the Company intends to release a program produced for broadcast under this Agreement in media other than television, radio, closed circuits, the Internet, or home pay television, the following conditions shall obtain:

1. If a recording of a television program covered by this Agreement is released in theatrical exhibition (excluding theater pay television), the Director of such program shall be paid, as separate and additional compensation for theatrical exhibition use of such program, an additional amount equal to that which a Director employed to direct a television program of like type and budget pursuant to the Basic Film Agreement of Directors Guild of America, Inc. in effect at the time such program was recorded would have received for theatrical exhibition of such television film.

2. Except as otherwise provided to the contrary in Articles 24 and 29 hereof, in the event the Company intends to produce programs which, if produced for television broadcast, would be covered by this Agreement, but which are intended for initial release in public transportation (i.e., airplanes, ships, etc.) or in theater pay television (except sports programs as hereinafter provided) or for visual electronic systems used in connection with home television receivers or otherwise, or in the event the Company intends to release a television program covered by this Agreement for any of such uses, the Company shall notify the Guild at least fifteen (15) days prior to such intended production or release, and the Guild and Company agree to bargain in good faith at such time as to Directors' fees for such production or release. If no agreement is reached within thirty (30) days from the commencement of such negotiation, the Guild may, on ten (10) days written notice, terminate this Agreement.

3. When a sports program is broadcast as a television program and is also fed to theater pay television in the originating city only (if the originating city is blacked out), the Company shall pay to the Director Article 24, Section A. -168-

ARTICLE 24.
SUPPLEMENTAL MARKETS
SECTION A. PROGRAMS COVERED
The provisions of this Article 24 relate and apply only to television programs as defined in Article 1, Section A., Paragraph 6.:  
1. produced by the Company (hereinafter referred to as "the Employer")
or within the provisions of Section G., Paragraph 4., and
2. the production of which commenced on or after July 1, 2005, which
television programs are, either during the term hereof or any time
thereafter, released in supplemental markets (as defined below); and
3. produced by the Employer with Employees under the terms of this
Agreement or in the employ of the actual Producer as described in
Section G., Paragraph 4., to which employment the provisions of this
Section apply.
4. As used in this Article 24, the term "television programs" refers to
television programs with the additional qualifications set forth in the
above Paragraphs 1., 2. and 3.
Such a program is sometimes herein called "Such Program."

SECTION B. DEFINITIONS
The term "Supplemental Markets," as used in this Agreement, means only:
The
exhibition of television programs by means of cassettes (to the limited extent
provided in Paragraph 1. of this Section B.) or pay television, as those terms
are
hereafter defined in this Section B., and the exhibition of television
programs on
any commercial carrier such as commercial airlines, trains, ships and buses
(referred to herein as "in-flight").
1. Cassettes: For the purposes of this Article 24, a cassette is any
audio-visual device, including without limitation, cassette, cartridge or

ARTICLE 25.
RADIO
In the event the Company intends to produce radio programs, it agrees to use
the
appropriate Guild personnel at rates of pay and under terms and conditions
not less
than those contained in the Freelance Radio Agreement.

ARTICLE 26.
NOTIFICATION – USE OF FACILITIES
The Company shall notify the nearest Guild office when its television
facilities are
rented or leased under a "bare wall" lease by another employer for the
purpose of
producing programs or commercials to be directed by a Director not
employed by
the Company. If the Company fails to notify the Guild prior to the
production of
the program or commercial, the Company shall become responsible under
this
Agreement for such production.
-187- Article 27
ARTICLE 27.
AGREEMENT TO BE INTERPRETED IN ACCORDANCE WITH
LAW
In the event that any of the terms or conditions of this Agreement shall be
contrary
to law or unenforceable by reason of any law or governmental decision,
ruling or
regulation, performance thereof may not be enforced hereunder, and such
terms or
conditions shall be deemed to be severable, and the illegality or
unenforceability
thereof shall not in any manner affect or impair any other terms or
conditions of
this Agreement.
Article 28 -188-
ARTICLE 28.
EFFECTIVE DATE AND TERM
SECTION A.
This Agreement, except as otherwise specifically provided, shall be effective
as of
July 1, 2005 and shall terminate on June 30, 2008 unless sooner terminated
as
herein otherwise provided.
SECTION B.
The parties agree that at least sixty (60) days prior to July 1, 2008, they shall
in
good faith negotiate with respect to a new agreement to take effect upon the
termination hereof.
SECTION C.
The provisions of the 2002 Agreement apply to services of Employees
performed
prior to July 1, 2005, on programs the recording of which commenced
before July
1, 2005.
-189- Article 29, Section A.

ARTICLE 29.
MINIMUM SALARIES AND RESIDUAL COMPENSATION FOR
DIRECTORS OF PROGRAMS PRODUCED MAINLY FOR THE
PAY
TELEVISION AND VIDEODISC/VIDEOCASSETTE MARKET
SECTION A. APPLICABILITY OF THIS ARTICLE
1. Covered Programs
This Article is applicable to the employment of Directors for
programs produced mainly for the "pay television" and/or the
"videodisc/ videotape" market, as the quoted terms are defined
below, except that the following types of programs produced mainly
for such market are covered only by Section I., Paragraph 5. of this
Article 29: industrial and religious programs, commercials,
advertising shorts and trailers, educational, informational and
instructional programs and documentaries. A program to which this
Article is applicable is referred to herein as a "covered program," but
such term does not include programs covered only by Section I.,
Paragraph 5.
2. Videodisc/Videocassette
The term "videodisc/videocassette," as used in this Article, shall mean
disc, cassette, cartridge and/or other device serving a similar function
which is sold or rented for play on a home-type television screen in
the home.
3. Pay Television
The term "pay television," as used in this Article, shall mean
exhibition on a home-type television screen by means of a telecast,
cable, closed circuit, satellite to home or CATV when a majority of
licensed systems meet the following tests:
(a) a separate channel is provided for which the subscriber pays a
separate fee (which fee is a substantial charge relative to other
charges made to the subscriber) for that channel;
-217- Article 30, Section A.

ARTICLE 30.
RESPONSIBILITY FOR RESIDUAL PAYMENTS
With respect to all television programs, the production of which commences
on or
after July 1, 2005, produced under the Directors Guild of America Inc.
Freelance
Live & Tape Television Agreement (hereinafter referred to as the "FLT TA"),
which are rerun on free television or which are released to basic cable, in
Supplemental Markets, for foreign telecasting or for theatrical exhibition, the
following provisions shall be applicable:
SECTION A. DISTRIBUTOR'S ASSUMPTION AGREEMENT –
TELEVISION RERUNS, BASIC CABLE EXHIBITION,
FOREIGN TELEVISION EXHIBITION, THEATRICAL
EXHIBITION AND SUPPLEMENTAL MARKETS USE
1. Prior to the commencement of principal photography of each such
   television program in which one or more Employees covered by this
   Agreement renders services, if the Employer is not also the Distributor
   of such program for free television, basic cable, foreign television
   exhibition, theatrical exhibition or in Supplemental Markets (as
   applicable), Employer shall obtain from the Distributor having such
distribution rights and deliver to the Guild a separate written
agreement herein called "Distributor's Assumption Agreement," made
expressly for the benefit of the Guild as representative of the
Employees involved and, insofar as Supplemental Markets rights are
concerned, for the benefit of the Directors Guild of America –
Producer Pension Plan (hereinafter "the Pension Plan"), by which
such Distributor agrees to assume and pay the amounts payable
hereunder by reason of the exhibition of such program on free
television, basic cable, foreign television, theatrically or in
Supplemental Markets (as applicable), including applicable pension
and health contributions (all such payments are collectively referred to
as "Residuals"), when and as the same become due.
In the event such Distributor is a signatory Employer, it shall be
deemed automatically bound to such Distributor's Assumption
Agreement and delivery and execution of the Assumption Agreement
shall not be necessary.
* See text of footnote on page 22.
-241- Article 31, Section A.

ARTICLE 31.
PROGRAMS MADE PRIMARILY FOR THE BASIC CABLE
MARKET
SECTION A. TERMS AND CONDITIONS FOR HIGH BUDGET
DRAMATIC PROGRAMS ONE-HALF HOUR OR MORE
IN LENGTH MADE PRIMARILY FOR THE BASIC CABLE MARKET
The following terms and conditions shall be applicable only to high budget dramatic programs one-half (½) hour or more in length which are made primarily for the basic cable market:
1. High Budget Figures
The term “high budget” shall mean programs whose budgets equal or exceed the following amount:
Length of Program “High Budget”
Figure
30 minutes $ 443,487
60 minutes (but more than 30) 831,539
61 - 120 minutes 2,217,436
More than 2 hours $2,217,436 for the first 2 hours plus $1,108,718 for each additional hour or portion thereof
2. Initial Compensation and Included Days - Directors
Initial compensation for Directors of two (2) hour high budget dramatic programs made primarily for the basic cable market shall be set at $59,097 ($60,870 effective October 1, 2005; $62,696 effective July 1, 2006 and $64,577 effective July 1, 2007) for which there will

ARTICLE 32.
TERMS AND CONDITIONS FOR MULTI-CAMERA PRIME TIME DRAMATIC PILOTS, PRESENTATIONS AND SERIES
The provisions of Article 24 of the Basic Agreement, “Terms and Conditions for Multi-Camera Prime Time Dramatic Pilots, Presentations and Series,” cover multicamera dramatic pilots, presentations and series episodes, the recording of which commences on or after July 1, 2005, provided that:
(a) any such episode is part of a series, the recording of which series commenced on or after February 10, 2002; and
(b) any such pilot, presentation or episode is intended for initial exhibition in prime time and is produced for either:
(i) free television;
(ii) the pay television/videocassette market and is of a type
generally produced for network prime time; or
(iii) basic cable, is one-half hour or more in length and is “high
budget” within the meaning of Article 31.A.1 of this
Agreement.
The provisions of Article 24 of the Basic Agreement are deemed
incorporated
herein by reference as though set forth in full.
-247- EXHIBIT 1
QUALIFIED RESIDUAL PAYOR LETTER OF AGREEMENT
As of July 1, 2005
Dear_________________
Reference is made to the provisions of Article 30 of the Freelance Live &
Tape
Television Agreement of 2005 ("FLTTA").
The Directors Guild of America ("the DGA" or "the Guild") hereby agrees
that the
undersigned Company satisfies the requirements for Qualified Residual
Payor
status with respect to each television program produced under a DGA
FLTTA for
which the undersigned Company, or any of the additional companies
identified
below, has distribution rights and has agreed to be bound by, perform, or
guarantee
the performance of, all the obligations to be performed by a
Distributor/Buyer
pursuant to the Distributor's or Buyer's Assumption Agreement, copies of
which
are attached hereto, and to adhere or guarantee adherence to all other
provisions in
Article 30 of the FLTTA including, without limitation, the arbitration
provisions
("Such Program"), subject to the following conditions:
1. The undersigned Company shall, promptly after acquisition, notify the
Guild in writing of the territories, media and term of distribution
rights in Such Program which the undersigned Company, or any of the
companies identified below, hereafter acquires.
2. As to Such Program, the undersigned Company shall be afforded all
of the rights, and assume all of the obligations, of a Qualified Residual
Payor under the FLTTA.
3. With respect to any Such Program for which the undersigned Company is acting as a guarantor, it agrees to execute and deliver, in a form acceptable to the Guild (which may include the Standard Letter of Guaranty set forth in Exhibit 2), an unconditional guarantee of payment of all Residuals and any obligations related to the reporting or payment of Residuals under the FLTTA.

4. With respect to any Such Program for which the undersigned Company has agreed to guarantee the payment of Residuals and

STANDARD LETTER OF GUARANTY

Date:
Re: (Identify Program and Employer)

Dear ____________________________:

1. This is to confirm that

______________________________

("Guarantor"), a Qualified Residual Payor which is a signatory to the Qualified Residual Payor Letter of Agreement with the Directors Guild of America ("DGA"), hereby unconditionally guarantees the performance of all of the Employer's obligations to pay additional compensation ("Residuals") as required under the Directors Guild of America Freelance Live & Tape Television Agreement of 2005 ("FLTTA") and the Qualified Residual Payor Letter of Agreement (incorporated herein by this reference) which becomes payable under DGA's jurisdiction with respect to the television program entitled "______________________________" ("the Program"), as a result of the distribution, exhibition or exploitation of the Program in ______________ [describe media, territories and term].

2. The undersigned further agrees to comply with all record-keeping and reporting obligations under the FLTTA with respect to the exhibition, distribution or exploitation of the Program, and the Guild shall have the right at reasonable times and upon reasonable notice to examine the books and records of Guarantor pertaining to such exhibition, distribution or exploitation as they relate to the payment of Residuals hereunder.

3. By executing this Guaranty, Guarantor acknowledges and agrees that it is guaranteeing the performance of all of the obligations required of a distributor by the Distributor's Assumption Agreement in the FLTTA with respect to the distribution, exhibition or exploitation of the Program in the media, territories and for the term referred to in Paragraph 1. above.

4. It is expressly understood that the right of Guarantor or Employer to
distribute, exhibit or exploit the Program in the media, territories and for the

term described in Paragraph 1. above shall be subject to and conditioned

EXHIBIT "A" -254-

EXHIBIT "A"

INSTRUCTIONS

The minority codes utilized in this report represent the following:

W - WHITE

AF - AFRICAN-AMERICAN

H - HISPANIC

AS - ASIAN-AMERICAN

NA - NATIVE AMERICAN

When completing this report, the employment statistics must be reported in

order

that two (2) types of statistics can be obtained: The first statistic will indicate

the

number of persons employed in the respective category (referenced above)

during

that quarter; the second statistic will indicate the number of days worked or

guaranteed in the respective categories for that quarter. Therefore, in each

category there will be two (2) separate sets of statistics, one on top of the

other

separated by a horizontal slash (example below). The top statistic will

represent

the number of Employees working. The bottom statistic will be the number

of

days worked during the same quarter.

Example:

DIRECTOR

W AF H AS NA UNKNOWN

MALE 1/56

FEMALE 1/25

In the above example, there was one (1) male White Director working

during the

quarter for a total of fifty-six (56) days worked or guaranteed. There was one

(1)

female African-American Director working for a total of twenty-five (25)

days

worked or guaranteed.

-257- EXHIBIT "B"

EXHIBIT "B"
PAY TELEVISION AND VIDEODISC/VIDEOCASSETTE PAYMENTS FUND AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2005 by and between the undersigned, and such other companies as shall hereafter agree to contribute to the fund referred to hereafter (individually called "Employer" and collectively called "Employers"), the undersigned Pay Television and Videodisc/Videocassette Payments Fund Administrator ("Administrator") and the Directors Guild of America, Inc. ("Guild").

WITNESSETH:

A. Each Employer executes this Agreement pursuant to its undertaking so to do under the Directors Guild of America Basic Agreement of 2005 ("Basic Agreement") and the Directors Guild of America Freelance Live and Tape Television Agreement of 2005 ("FLTTA"), simultaneously herewith entered into by the Guild.

B. Each Employer, by executing and delivering this Agreement assumes the duties and obligations to be performed and undertaken by each such Employer hereunder. The Administrator has been designated collectively by the Employers, who have requested it to assume and perform the duties of the Administrator hereunder and it is willing to do so in the manner prescribed herein.

NOW, THEREFORE, in consideration of the promises, of the mutual covenants herein contained, of the undertakings assumed by each Employer, and of the undertakings assumed herein by the Administrator at the request of the Employers, it is agreed as follows:

1. (a) Reference is made to Article 20 of the Basic Agreement and Article 29 of the FLTTA.

(b) Subject to Paragraph 2.(c) hereof, each Employer shall make payments to the Administrator as required in said Articles ("Fund Payments").

(c) Each Employer shall also pay the following amounts to the Administrator with respect to each Fund Payment made by such Employer:

EXHIBIT "B" -265- EXHIBIT "B-1"

EXHIBIT "B-1"
Instructions to Pay TV Fund Administrator
Notwithstanding anything to the contrary in other provisions of the Directors Guild of America Basic Agreement of 2005 ("BA") and the Directors Guild of America Freelance Live and Tape Television Agreement of 2005 ("FLTTA"), the percentage interest of a particular Employee (or, if applicable, an Employee's loanout company) with respect to a particular Fund Payment and the amount of Employment Taxes and Premiums and P, H & W Contributions, or other amounts to be withheld and paid over by the Administrator shall be determined according to these instructions.

1. The percentage interests of an Employee shall be determined as follows:

(i) Under the BA, the percentage interest of the Director(s) of a "covered motion picture" shall be 83.3%; the percentage interest of the Unit Production Manager(s) shall be 6.5%; the percentage interest of the First Assistant Director(s) shall be 6.2%; and the percentage interest of the Key Second Assistant Director(s) shall be 4.0%.

(ii) Under the FLTTA, the percentage interest of the Director(s) of a "covered program" shall be 83.3%; the percentage interest of the Associate Director(s) shall be 8.35%; and the percentage interest of the Stage Manager(s) shall be 8.35%.

(iii) If more than one Employee in one of the categories mentioned above renders services, subject to the BA or FLTTA, in connection with a "covered motion picture" or "covered program," the allocation of each such Employee's respective portion of the share for such category shall be determined by the Guild, and the Employees shall be bound by such determination.

(iv) If no Employee in a category mentioned above (excluding Director) performed services in connection with a "covered motion picture" or
“covered program,” the share for such category shall be allocated to the Director(s) thereof. Notwithstanding the foregoing, if no Employee in a category mentioned above (other than the Director) has been assigned to a ninety (90) minutes or the subscriber rate for "double length episodes" of an episodic series or serial is two hundred percent (200%) of the regular subscriber rate.
*See text of footnote on page 22.
+For dramatic programs in excess of two (2) hours, the subscriber rate shall be computed at the two (2) hour rate plus a proration of the one (1) hour rate for any such time in excess of two (2) hours.

-267- EXHIBIT "C" - Part I

EXHIBIT "C" - PART I.
SUBSCRIBER RATES FOR PROGRAMS MADE FOR PAY TELEVISION SERVICES WITH FEWER THAN 6,000,000 SUBSCRIBERS IN THE FIRST EXHIBITION YEAR OF THE PROGRAM

A. Dramatic Programs

1. Programs of a Type Generally Produced for Network Prime Time:

Program Lengths 7/1/05 7/1/06 7/10/07

  0 - 15 Minutes .000839 .000864 .000890 .000917
  16 - 30 Minutes .001291 .001329 .001369 .001410
  31 - 60 Minutes .002192 .002258 .002325 .002395
  61 - 90 Minutes .003653 .003763 .003876 .003992
  91 - 120 Minutes .006137 .006321 .006511 .006706

2. Programs of a Type Not Generally Produced for Network Prime Time:

a. High Budget

  7/1/05 7/1/06 7/1/07

  0 - 15 Minutes .000275 .000283 .000291 .000300
  16 - 30 Minutes .000523 .000539 .000555 .000571
  31 - 60 Minutes .000961 .000990 .001020 .001050
  61 - 90 Minutes .001537 .001583 .001630 .001679
  91 - 120 Minutes .001849 .001904 .001962 .002020

+The subscriber rate for "double length episodes" of an episodic series or serial is two hundred percent (200%) of the regular subscriber rate.
+See text of footnote on page 22.
+For dramatic programs in excess of two (2) hours, the subscriber rate shall be computed at the two (2) hour rate plus a proration of the one (1) hour rate for any such time in excess of two (2) hours.

EXHIBIT "C" - Part II -274-
EXHIBIT "C" - PART II.
SUBSCRIBER RATES FOR PROGRAMS MADE FOR PAY
TELEVISION
SERVICES WITH 6,000,000 OR MORE SUBSCRIBERS IN THE
FIRST EXHIBITION YEAR OF THE PROGRAM
A. Dramatic Programs
1. Programs of a Type Generally Produced for Network Prime Time:
   Program Length: 7/1/05 10/1/05 7/1/06 7/1/07
   0 - 15 Minutes .000420 .000432 .000445 .000459
   16 - 30 Minutes .000645 .000665 .000685 .000705
   31 - 60 Minutes .001096 .001129 .001163 .001198
   61 - 90 Minutes .001827 .001881 .001938 .001996
   91 - 120 Minutes .003069 .003161 .003255 .003353
   2. Programs of a Type Not Generally Produced for Network Prime
   Time:
   a. High Budget
   7/1/05 10/1/05 7/1/06 7/1/07
   0 - 15 Minutes .000137 .000141 .000146 .000150
   16 - 30 Minutes .000261 .000269 .000277 .000286
   31 - 60 Minutes .000481 .000495 .000510 .000525
   61 - 90 Minutes .000768 .000791 .000815 .000840
   91 - 120 Minutes .000924 .000952 .000981 .001010

EXHIBIT "D"
ACCOUNTABLE RECEIPTS PLATEAU
A. High Budget Programs
$10,000,000 plus $1,000,000 for each additional $1,000,000 of production
   costs over $5,000,000.
B. Dramatic Programs
1. Programs of a Type Generally Produced for Network Prime Time:
   Length Plateau
   0 - 30 Minutes $1,000,000
   31 - 60 Minutes $2,000,000
   61 - 90 Minutes $3,000,000
   91 - 120 Minutes $4,000,000
   Add $1,000,000 to the 91-120 Minute plateau for each additional one-half
   (½) hour or fraction thereof that the program exceeds 2 hours in length.
2. Programs of a Type Not Generally Produced for Network Prime
   Time:
   a. High Budget
Length Plateau
0 - 15 Minutes $299,018
15 - 30 Minutes 299,468
31 - 60 Minutes 700,664
61 - 90 Minutes 1,088,223
91 - 120 Minutes 981,383

-287- EXHIBIT “E”

EXHIBIT “E”
ASSOCIATE DIRECTOR AND STAGE MANAGER
DEAL MEMORANDUM
This confirms our agreement to employ you on the project described as follows:

ASSOCIATE DIRECTOR/STAGE MANAGER
INFORMATION
Name: ____________________________ SSN#: __________________
Loan out: __________________________ FID #: __________________
Address: __________________________ Tel. #: __________________
Category: 9 Associate Director 9 Stage Manager
(Prime Time (Other than Prime Dramatic) Time Dramatic)
Salary (U.S.): $_________ 9 per Week (Studio) 9 per Week (40 hours)
9 per Week (Distant Location) 9 per Week (Flat 60 hours)
9 per Day (Studio) 9 per Day (8 hours)
9 per Day (Distant Location) 9 per Day (Flat 12 hours)
Additional Time: $_________ 9 per Day 9 per Week
Start Date (on or about): __________ Guaranteed Period: __________
9 Days 9 Weeks

PROJECT
INFORMATION
Picture or Series Title: ______________________________________
Episode/Segment Title: ____________________________ Episode ID#: ______
-289- EXHIBIT “F”

EXHIBIT “F”
DIRECTOR DEAL MEMORANDUM
This confirms our agreement to employ you to direct the project described as follows:

DIRECTOR
INFORMATION
Name: ____________________________ SSN#: __________________
Loan out: __________________________ FID #: __________________
Address: __________________________ Tel. #: __________________
Salary (U.S.): $________ 9 per Show 9 per Week 9 per Day
Additional Time: $________ 9 per Week 9 per Day
Start Date (on or about): ______________ Guaranteed Period: ______________
9 Days 9 Weeks
If this is the employee's first DGA-covered employment, check here
(optional): 9 Yes
Additional Terms: __________________________________________________________

PROJECT

INFORMATION

Picture or Series Title: __________________________ Episode ID#: ___________
Episode/Segment Title: ________________________ Length of Program: 9 30 min 9 60 min 9 90 min 9 120 min
9 Other (specify length): ______________________ If this is for Segment work, check here: 9 Segment (specify length): _____
Is this a Pilot? 9 Yes 9 No
-291-
Sideletter No. 1
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423
Dear Mr. Counter:
With reference to the term "included days" in Article 6 of this Agreement, the Guild recognizes
that practice in the industry cannot always treat included days in a consecutive manner. For
example, on certain program series (both for the convenience of the Director and for the
production) weekend days which are not worked are excluded from the number of
included days.
As a result of discussions in our negotiations, it is our understanding that the Guild will not seek
to disrupt existing practices on program series where no problems exist between the
Director and
the program producer as to the manner in which included days are treated. It is also our
understanding that the Guild will not unreasonably withhold waivers in new situations
where the
requirements of the program production would make it difficult for the included days to be
treated in a consecutive fashion.
Sincerely,
Glenn J. Gumpel
National Executive Director
Agreed:
J. Nicholas Counter III
-292-
Sideletter No. 2
As of July 1, 2005
J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Dear Mr. Counter:
Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape
Television
Agreement of 2005 (herein referred to as the "Agreement") which is being executed concurrently
with this letter. Companies signatory to the Agreement which are also signatory to the National
Commercial Agreement of 2001 ("NCA"), or any successor Agreement thereto, shall be bound
by the NCA in connection with any commercials they produce. Companies signatory to the
Agreement which are not also signatory to the NCA shall be bound by the Agreement and the
following provisions in connection with any commercials they produce.
1. Directors of commercials shall be employed on a daily basis at no less than the following
rates of compensation:
(a) $1,194 per day during the period July 1, 2005 to and including September 30, 2005;
$1,230 per day during the period October 1, 2005 to and including June 30, 2006;
$1,267 per day during the period July 1, 2006 to and including June 30, 2007; and
$1,305 per day during the period July 1, 2007 to and including June 30, 2008.
(b) Any freelance Director employed to direct a commercial shall be entitled to a
minimum of one day of preparation to be compensated at the above applicable
daily rate; provided, however, that if the preparation, taping and editing of any
such commercial, including all "wrap" time requiring the services of the Director,
takes less than five (5) hours, no preparation payment shall be required. All
preparation in excess of the minimum set forth above (including but not limited to
rehearsals, location scouting and travel) shall be paid for at the above applicable
daily rate. Compensation for editing shall likewise be paid at the above
applicable daily rate.
2. (a) Associate Directors and Stage Managers will be employed under the terms and
conditions of the Agreement.
(b) An Associate Director/Stage Manager may be assigned to a single camera
commercial with no control room and with five (5) or fewer persons in the cast
and crew at not less than the daily or weekly rate for a combination Associate
Director/Stage Manager.
-294-
Sideletter No. 3
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423
Dear Mr. Counter:
Should any program currently being produced by the Company on film, to which a UPM is
assigned, be produced during the term of this Agreement on tape, the Company has agreed that it
will continue to assign a UPM to the tape production of such program.

Sincerely,
Glenn J. Gumpel
National Executive Director
Agreed:

J. Nicholas Counter III
-295-
Sideletter No. 4
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423
Dear Mr. Counter:
This will confirm our understanding regarding testing of television programs (tape and film) on
CATV Systems. Such testing is conducted to measure audience reaction to television programming and either supplements or replaces the traditional testing of programs in theatres.

It is agreed that such tests may be conducted without payment or fee obligations to Directors or
other classifications under our contracts with the Guild, under the following conditions:
(a) Testing will be limited to no more than 1,000 homes in any city in which the test is conducted.
(b) The testing will not be done in New York, Chicago or Los Angeles.
(c) Upon request, the Company will supply to the Guild, on a confidential basis, information on the programs which have been tested, the dates of the tests, the number of homes involved and the results of the tests.

Sincerely,
Glenn J. Gumpel
National Executive Director
Agreed:

J. Nicholas Counter III
-296-
Sideletter No. 5
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423
Dear Mr. Counter:
The following sets forth our understandings and agreements relative to network prime
time
dramatic or variety summer programs.
If a Company intends to produce a network prime time dramatic or variety "summer
program(s)"
as defined below), the Guild will be notified of such intent and agrees to meet with the
Company to negotiate a schedule of program rates for Directors applicable only to such
"summer
program(s)." If no agreement is reached, the applicable rates in Article 6.A.1 and 6.B.1 shall
apply.
A summer program is any program which is originally broadcast during any twelve (12)
consecutive week period between June 1 and September 15 established by a Network in
any year
as the period during which summer rates may be paid. Any program broadcast during
such
twelve (12) week period may be paid the summer show rate, except a pilot for a series to be
broadcast in a non-summer period. In the event a summer program which is paid the
summer
rate is rerun in a non-summer period, the Director's initial compensation will be adjusted
to the
regular show scale and the additional compensation for the rerun will also be paid.
Sincerely,
Glenn J. Gumpel
National Executive Director
Agreed:

J. Nicholas Counter III

Sideletter No. 6
As of July 1, 2002
Revised as of July 1, 2005
J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Dear Mr. Counter:
It is hereby agreed between us with respect to production by the Company of
entertainment
programs primarily for the basic cable market which are not covered under Article 31 of
this
Agreement, the following provisions shall apply:
1. With respect to hiring after July 1, 2005 and pending agreement on other conditions pursuant to Paragraph 2. below:
(a) The employment of a Director for a dramatic program one (1) hour or longer produced in the United States under a budget less than (i) $831,539 for a one (1) hour program; (ii) $2,217,436 or less for a program longer than one (1) hour but not longer than two (2) hours; and (iii) for a program longer than two (2) hours, $2,217,436 for the first two (2) hours and $1,108,718 for each additional hour or portion thereof, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Company shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.
(b) The employment of a Director for a program covered by this Sideletter No. 6 (other than one covered by Paragraph 1.(a) above), produced within the metropolitan areas of Los Angeles or New York, or any Director hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by

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Sideletter No. 7
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Dear Mr. Counter:
This letter confirms our agreement concerning Article 20, Section C., Paragraph 4.(d). If any Arbitrator on the list of Arbitrators in Paragraph 4.(a) of Article 20, Section C. represents a party in the arbitration or a person whose interests will be directly affected by the outcome of the arbitration or is otherwise disqualified or unavailable, such Arbitrator's name shall be deemed absent from the list of Arbitrators for the purpose of the claimant(s) or respondent(s) exercising a peremptory challenge.
Nothing herein shall be deemed to preclude the parties from waiving an Arbitrator's conflict of interest, subject to such Arbitrator's consent.
Sincerely,
Jay D. Roth
National Executive Director
Agreed:

J. Nicholas Counter III
-300-
Sideletter No. 8
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
14144 Ventura Boulevard, Third Floor
Sherman Oaks, California 91423
Dear Mr. Counter:
The Pay Television and Videodisc/Videocassette Payments Fund Agreement has been agreed upon, except (i) Paragraph 3.(d) of Exhibit "B" shall be deleted unless the Administrator is a financial institution satisfactory to the AMPTP and (ii) Exhibit "B-2" has not been resolved. As to Exhibit "B-2," the AMPTP and the Guild shall continue to negotiate in good faith.
Sincerely,
Glenn J. Gumpel
National Executive Director
Agreed:

J. Nicholas Counter III
-301-
Sideletter No. 9
Glenn Gumpel
Directors Guild of America, Inc.
7950 Sunset Boulevard
Los Angeles, California 90046
Dear Mr. Gumpel:
Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape Television Agreement of 1993 ("the Agreement").
Company recognizes the Guild's concern regarding the security of Employees working at film lots or network facilities in Los Angeles where videotape production is done and parking is not provided on the lot, and Employees must work after sunset or before sunrise. The Company agrees to make reasonable accommodations in such situations, which might include providing transportation or escorts between the work place and the parking place, assigning someone to bring the Employees' cars onto the lot after dark, or allowing the Employees to leave work and bring their own cars onto the lot.
Sincerely,
J. Nicholas Counter III
Agreed:

Glenn Gumpel
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Sideletter No. 10
As of July 1, 2005
J. Nicholas Counter III
Alliance of Motion Picture &
Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Dear Mr. Counter:
Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape
Television
Agreement of 2005 ("the Agreement").
If the number of subscribers, calculated as prescribed in Article 29, Section D. of this
Agreement, is 6,000,000 or more for the first exhibition year of a covered program, the
provisions of this sideletter shall modify the provisions of Article 29 applicable to such
program.
(1) The term "subsequent exhibition year" means a one year period commencing on
the date immediately following the date the prior exhibition year ends. (There may or
may not
be an exhibition of the program during a subsequent exhibition year.)
(2) The "subscriber window" is eliminated.
(3) The percentage residual for the pay television exhibition of the program is
eliminated, except for the pay-per-view exhibition of other than sports and non-staged
event
programs.
(4) The "per subscriber rate" shall be calculated by dividing thirty million
(30,000,000) into the applicable free television minimum, but with respect to a "high
budget pay
television program," the 30,000,000 is divided into the theatrical minimum (from the
2005 Basic
Agreement).
(5) The per subscriber rate for any exhibition year following the first exhibition year
shall be a percentage of the per subscriber rate for the first exhibition year as shown in
the
schedule below:
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Sideletter No. 11
Mr. J. Nicholas Counter III
President
Alliance of Motion Picture &
Television Producers
14144 Ventura Boulevard
Sherman Oaks, California 91423
Dear Mr. Counter:
This letter confirms our mutual understanding of the interpretation of the new residual formula in subparagraph (c)(i) of Article 7.B.1.

(1) Coverage
The formula applies only to episodes of one-hour network prime time dramatic series which were not exhibited in syndication before July 1, 1987. It applies to episodes produced under this BA and any earlier BA.
The new formula is:
(a) 2.6% of Employer's gross until Employer's gross exceeds $400,000 per episode; and
(b) 1.75% of Employer's gross thereafter.
If the series is licensed to markets representing less than one-third of all U.S. television households, the Employer simply pays the percentage residual, not the "customary" fixed residual payments triggered whenever there are additional runs in any city in the U.S. or Canada.
If the series is licensed in markets representing one-third or more of all U.S. television households, the above percentage payment still applies, but is subject to a "floor" which is 50% of the applicable fixed residuals and a "ceiling" which is 150% of the applicable fixed residuals.

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Sideletter No. 12
J. Nicholas Counter III
President
Alliance of Motion Picture & Television Producers
15503 Ventura Boulevard
Encino, California 91436
Re: Distributor's/Buyer's Liability for Residuals; Notice and Opportunity to Cure Default
Dear Nick:
Reference is made to Article 30 of the Directors Guild of America Freelance Live & Tape Television Agreement of 1996 relating to responsibility for residuals. As part of the agreement reached during the 1996 negotiations, portions of Articles 7, 24 and 29 were deleted and Article 30 was added in their place to include provisions under which the Directors Guild of America has agreed not to exercise its rights as a secured party with respect to any television program and related collateral in a manner which would in any way interfere with the rights of the Distributor to distribute the picture and receive all revenues from such distribution so long as Residuals with
respect to the picture for the territories, media and term held by the Distributor are timely
paid in
accordance with the applicable DGA Agreement.
This will confirm our agreement that any exercise of the Guild’s rights as a secured party or
disturbance of the Distributor’s distribution rights will be preceded by a notice of default in the
payment of Residuals from the Guild to the Employer and Distributor. Notice shall be sent to
the last known address of Employer and to Distributor at the address indicated on the
Distributor’s or Buyer’s Assumption Agreement. Such notice shall specify that the Employer
and/or Distributor shall have thirty (30) days from the date of notice within which to cure the
default, and the Guild shall refrain from exercising its rights as a secured party during this period. In the event that payment is made within such thirty (30) day cure period, then such
payment shall be considered "timely" and the Guild shall have no right to exercise its
rights as a
secured party.
Sincerely,
Jay D. Roth
ACCEPTED AND AGREED:

J. Nicholas Counter
-310-
Sideletter No. 13
Jay Roth
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046
Dear Jay:
Reference is made to the provisions of Article 10, Part 3, Section A. of the FLTTA which deals
with employment criteria for Associate Directors and Stage Managers and was revised in the
1996 negotiations to read as follows:
"Has at least three (3) years of production experience in any capacity in the tape television or commercial production industry and has been a Director, Associate Director, Stage Manager or Production Associate of one (1) national program or fifteen (15) tape commercials;"
The parties have agreed to this sideletter to assist them in interpreting the term "production experience," recognizing that job titles frequently are not an accurate reflection of job duties.
Following are examples of experience which are and are not considered "production experience"
for purposes of determining an individual's eligibility for employment as an Associate Director
or Stage Manager:

Acceptable Experience
Props
Lighting
Camera
Grip and Electric Crew
Make-Up and Hair
Set PAs
Script Supervisors
Wardrobe
Editors
Production Coordinators

Not Acceptable
Production Office Secretaries
Receptionists
Accountants (including
Production Accountants)
Controllers
Location Auditors
Writers
Writers' Assistants
Guards and Custodial Staff
Labor Relations Personnel

Sincerely,
J. Nicholas Counter III

ACCEPTED AND AGREED:

Jay Roth

As bargaining history, this language is based upon the following model: studio licenses to Moviefly the right to transmit the program on the Internet to the viewer who pays Moviefly on a subscription or per-picture basis. Such payment would enable the viewer to view the program for a fixed and limited period of time or limited number of exhibitions. For example, if CPT Holdings, Inc., through Columbia-TriStar Home Entertainment, licenses to Moviefly the right to exhibit a CPT Holdings, Inc. program, the residuals shall be based upon 100% of the license fee paid by Moviefly to Columbia-TriStar Home Entertainment for such program.

SIDE LETTER

SIDE LETTER ON EXHIBITION OF MOTION PICTURES TRANSMITTED VIA THE INTERNET

As of July 1, 2002
J. Nicholas Counter III
President
Alliance of Motion Picture & Television Producers
15503 Ventura Boulevard
Encino, California 91436
Re: Exhibition of Programs Transmitted Via the Internet
Dear Nick:
This Sideletter confirms the understanding of the Guild and the Employers (collectively “the parties”) concerning the application of the FLTAA to the exhibition of covered television programs, the recording of which commenced on or after July 1, 1971, on or by means of the Internet or other similar delivery systems (“Internet”).
1. License for Limited Period or Fixed Number of Exhibitions. Where the subscriber pays for the program either on a subscription or per-picture basis, and where the payment is in exchange for the right to view the program for a fixed and limited period of time or a fixed number of exhibitions, the Employer shall pay residuals in an aggregate sum equal to one and two-tenths percent (1.2%) of the license fee paid by the licensee for the right to exhibit such program on the Internet.1 When the Employer’s receipts from the licensing of such exhibition are received from an entity which acts as the exhibitor and in which the Employer has a financial interest, the reasonableness of the fee received by the Employer from the licensing of such

Sideletter No. 15
As of July 1, 2005
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Dear Mr. Counter:
Reference is made to the provisions of Articles 11 and 12 of the Directors Guild of America
Freelance Live and Tape Television Agreement (the "Agreement"). The parties to said Agreement hereby agree to amend those provisions by adding the following:
1. For purposes of this Sideletter No. 15 ("Sideletter Agreement"): a. "Plans" shall mean the Directors Guild of America–Producer Pension and Health Plans and associated Trust Agreements.
b. "Supplemental Plan" shall mean the Directors Guild of America–Producer Pension Plan (Supplemental Plan).
c. "Limit" shall mean the limits set forth in Internal Revenue Code Section 401(a)(17) and 415.
d. "Excess Employer Contributions" shall mean Employer Supplemental Plan Contributions attributable to compensation in excess of the Limit, but not including contributions scheduled under the Supplemental Plan.
e. "Excess Employee Contributions" shall mean Employee Supplemental Plan Contributions attributable to compensation in excess of the Limit.
f. "Excess Contributions" shall mean Excess Employer Contributions and Excess Employee Contributions.
g. "Inc." shall mean DGA - Producers Pension and Health Plans, Inc., a nonprofit California corporation.
h. "Board" shall mean the Board of Directors of Inc.
2. Inc. will act only as agent of Employers and the acts of Inc. pursuant to this Sideletter Agreement shall be undertaken in its capacity as agent. Employers will send

SIDELETTER NO. 16
As of July 1, 2005
Jay D. Roth
National Executive Director
Directors Guild of America, Inc
7920 Sunset Boulevard
Los Angeles, California 90046
Re: Los Angeles Panel of Arbitrators for Major Studios and Networks
Dear Mr. Roth:
Reference is made to the provisions of Article 20.C.4. of the 2005 DGA Freelance Live and Tape Television Agreement.
During the 2005 negotiations between the Directors Guild of America and the Employers represented by the Alliance of Motion Picture & Television Producers, the parties agreed that,

with respect to disputes involving the major studios (including those Employers on whose behalf
a representative of a major studio is acting) and the networks, the Los Angeles panel of arbitrators shall be arranged in order according to a random draw which shall take place before
July 1 of each year of the Agreement, rather than alphabetically, as provided in Article 20.C.4.(a)(i).
Pursuant to that procedure, the Los Angeles list of Arbitrators for such disputes during the period
July 1, 2005 through June 30, 2008 shall be as follows:
Howard Block
Charles Askin
Anita Kowalton
John Zebrowski
Douglas Collins
Joel Grossman
Michael Rappaport
Thomas Roberts
Barry Winograd
Dixon Dern
William B. Gould IV
Joseph Gentile
Kenneth Perea
Arthur Rosett
Charles Silverberg

SIDELETTER NO. 17
SIDELETTER RE ARBITRATION OF DISPUTES CONCERNING
TRI-GUILD RESIDUALS AUDITS
As of July 1, 2005
This Sideletter is entered into by and among the Writers Guild of America, west, Inc., on behalf of itself and its affiliate, Writers Guild of America, East, Inc. ("WGA"), the Directors Guild of America, Inc. and the Screen Actors Guild (collectively "Guilds"), on the one hand, and the Alliance of Motion Picture & Television Producers ("AMPTP"), on behalf of the entities it represented in the negotiation of the 2004 Writers Guild of America Theatrical and Television Basic Agreement, the Directors Guild of America, Inc. ("DGA") Basic Agreement of 2002, the DGA Freelance Live and Tape Television Agreement of 2002, the Producer-Screen Actors Guild ("SAG") Codified Basic Agreement of 2001 and the 2001 SAG Television Agreement and all predecessor agreements listed in Exhibit A hereto to which such named parties were (are) signatory, (collectively referred to as "Basic Agreements"), on the other hand.

A. MATTERS SUBJECT TO TRI-GUILD ARBITRATION
When there is unanimous agreement among the Guilds, the following matters shall be submitted to a tri-Guild arbitration:
Any dispute arising out of an audit conducted under the tri-Guild Gross Receipts Residuals Payment Monitoring Fund program concerning the interpretation or application, or alleged breach, of any residuals provisions of the Guilds' current or predecessor Basic Agreements, when such provisions are the same or substantially similar.
This tri-Guild procedure is not available when the residuals obligation(s) at issue is (are) payable, guaranteed or assumed by a "Qualified Distributor," "Qualified Buyer" and/or a "Qualified Residuals Payor," except by mutual agreement.

SIDELETTER NO. 18
As of July 1, 2002
Renewed as of July 1, 2005
Jay D. Roth
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046
Re: Continuation of Industry Residual Study
Dear Jay:
The Employers shall provide to the Guild, no later than May 31, 2006, the same information, compiled in the same format, with respect to the 2002-03, 2003-04 and 2004-05 television
seasons as was provided to the Guild pursuant to the Industry Residual Study. The same conditions with respect to use, distribution and confidentiality of such information as applied to
the information produced under the Residual Study shall apply to the information with respect to
In addition, twice during the term of the 2005 BA, the Employers will make their industry and
market experts available for discussion and dialogue with representatives of the Guild in order to
evaluate the economics of television production and distribution.
The Guild may elect to have the Screen Actors Guild ("SAG") and/or the Writers Guild of
America ("WGA") participate in the Study, subject to the execution of an agreement between
each Guild and the Employers relating to their participation in the Study. The parties agree that
participation by the SAG and/or the WGA shall not limit the scope of the information to be
provided to the Guild pursuant to this Agreement.
Sincerely,
J. Nicholas Counter III
ACCEPTED AND AGREED:

Jay D. Roth
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SIDELETTER NO. 19
SIDELETTER RE HALF-HOUR SERIES SYNDICATED IN MARKETS REPRESENTING 50% OR FEWER OF U.S. TELEVISION HOUSEHOLDS
As of July 1, 2002
Renewed as of July 1, 2005
J. Nicholas Counter III
President
Alliance of Motion Picture & Television Producers
15503 Ventura Boulevard
Encino, California 91436
Re: Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households
Dear Nick:
Reference is made to the provisions of Article 7., Section B.1.(b) of the FLTTA. During the
2002 negotiations, the Employers expressed a concern that if a series could only be syndicated in
markets representing 50% or fewer of the U.S. television households, residuals payable pursuant
to Article 7., Section B.1.(b) of the FLTFA would render such syndication fiscally untenable.

The Employers asserted that the payment of any residuals in such circumstances would benefit both the Employer and the individual directors since no payments are presently made.

While the DGA expressed concern that an accommodation might be subject to abuse or otherwise reduce overall syndication residuals, the parties agreed to an experiment for the term of this Agreement, to be reviewed by June 30, 2008 to determine its effectiveness and whether or not it should be extended. In such regard, the Employers agree to provide the DGA with license fee information at the time of the first payment hereunder.

When a half-hour series is syndicated in markets representing in the aggregate fifty percent (50%) or fewer of U.S. television households, residuals for such series shall be payable at twenty percent (20%) of the “applicable minimum” under the FLTFA for each such run but shall not constitute a “run” for purposes of Article 7., Section B.1.(b) of the FLTFA.

If the series is further syndicated and the aggregate of the markets in which the series is syndicated exceeds fifty percent (50%) of the U.S. television households, the payments required pursuant to Article 7., Section B.1.(b) of the FLTFA shall be due on any subsequent runs.

SIDELETTER NO. 20
As of July 1, 2002
Revised as of July 1, 2005
Jay D. Roth
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046

Re: Terms and Conditions for Non-Prime Time Multi-Camera Dramatic Programs

Dear Jay:

This will confirm our agreement that employees employed on multi-camera, dramatic programs intended for broadcast in other than prime time will be covered by the Freelance Live and Tape Television Agreement provided that the program is shot on videotape or is recorded digitally.

With respect to multi-camera, dramatic programs produced on or after July 1, 2005 which are intended for broadcast in other than prime time and shot on film which, were they produced for
broadcast in prime time, would be covered under Article 24 of the Basic Agreement, the Employer and the Guild will negotiate in good faith over the working conditions applicable to DGA-represented employees employed thereon. In the absence of an agreement, the wages and working conditions set forth in Article 24 of the Basic Agreement shall apply.

Sincerely,
J. Nicholas Counter III
ACCEPTED AND AGREED:

Jay D. Roth
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SIDELETTER NO. 21
As of July 1, 2002
Mr. J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Re: Address Verification / Local Hires
Dear Mr. Counter:
This letter confirms our agreement that Employers shall obtain verification from an associate director or stage manager of his/her home address in order to employ that individual as a "local hire," as follows:
(a) The Guild will provide documentation of the home addresses of all members, and of other individuals who have been previously employed under this Agreement or who meet the employment eligibility criteria set forth in Article 10, Part 3, Section A of the FLTTA. Employer, the Guild and all Employees shall be bound by the Guild's listing of an individual's address for the purposes of determining whether he or she may be employed as a "local hire."
(b) In order to be employed as a "local hire," an individual who does not come within the categories described in subparagraph (a) above must provide the Employer with documentation that he/she has been a resident of the area in which he/she is to be employed for at least sixty (60) days prior to the first day of employment. This documentation shall comprise a valid state driver's license or photo identification issued by the federal or state government showing the local address of the individual, and at least one (1) of the following documents:
- voter registration
- automobile registration
- mortgage statement
- telephone or other utility bills
In the alternative, Employer may employ such an individual subject to the individual providing this documentation within three (3) days of the date of employment. If the individual fails to provide this documentation within the three (3) days, Employer must either provide all the conditions of distant location
Sideletter No. 22
As of July 1, 2005
Mr. J. Nicholas Counter III
Alliance of Motion Picture and Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436
Re: Diversity
Dear Mr. Counter:
During the negotiations for the 2005 BA and FLTTA, the parties discussed their respective concerns regarding diversity in the production of television programs. The Employers and the DGA have agreed to address concerns regarding the implementation of BA Article 15 and FLTTA Article 19 as follows:
1. Both parties mutually understand the need to continue the diversity meetings with high level creative, production or programming executives, pursuant to BA 15-700 and FLTTA Article 19, Section E.
2. The Major Production Companies have agreed to continue their commitment of resources to increase the employment of both experienced and emerging women and minority Directors in television. To this end, several programs have been instituted including the John Wells Mentor Program, the ABC/Touchstone Directing Assignment Initiative and the ABC Micro/Mini series. These programs and other initiatives have the potential to be an important source of employment opportunities. The DGA will continue to provide lists of women and minority Directors who may be available for assignment.
3. The DGA will endeavor to educate the DGA executive producers, supervising producers and/or showrunner members about the need to enhance the employment of women and minority directors. In addition, the DGA will cooperate with other organizations, including the WGAw, at the Employer's request, to further the goal of diversity.
Sincerely,
Jay D. Roth
National Executive Director
Agreed:
J. Nicholas Counter III

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Sideletter No. 23
As of July 1, 2005
Mr. J. Nicholas Counter III
Alliance of Motion Picture and Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436

Re: Changes in Health and Welfare Plan Benefits
Dear Mr. Counter:
Reference is made to the procedures mentioned in Article 11, Section B.6. of this Agreement. The reported estimate or forecast of reserves described therein shall be based upon
the benefits offered by the Directors Guild of America–Producer Health Plan in September, 2004 and shall not be affected by any later decrease or increase in benefits. Nor shall the reported estimate or forecast be affected by a diversion of contributions, if any, pursuant to Sideletter No. 24.

Sincerely,
Jay D. Roth
National Executive Director
Agreed:

J. Nicholas Counter III
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SIDELETTER NO. 25
As of July 1, 2005
Jay D. Roth
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046
Re: "Supersized" Episodes
Dear Mr. Roth:
The parties agree that the following provisions shall apply to any recorded episode of a one-half hour or one-hour prime time dramatic series, the running time of which extends beyond the regular time period of a typical episode of the series, and to any episode of a live series that exceeds the scheduled running time by more than three minutes or that is planned in advance to be longer than the regular running time of a typical episode.
1. a. Initial compensation for the director of a half-hour episode which is "extended" to have a running time that is forty-five (45) minutes or less (i.e., the episode has a longer running time than a typical episode of the series, but does not exceed 45 minutes) shall be the thirty (30) minute rate plus fifty percent (50%) of the difference between the half-hour rate and the one (1) hour rate. Three (3) extra days shall be added to the guaranteed period. See attached "Initial Compensation" schedule.
b. Initial compensation for the director of a one-hour episode which is "extended" to have a running time that is seventy-five (75) minutes or less shall be the sixty (60) minute rate plus fifty percent (50%) of the difference between the sixty (60) minute rate and the ninety (90)
minute rate. Five (5) extra days shall be added to the guaranteed period for network prime
time programs; three (3) extra days shall be added for non-network and network non-prime
time programs. If the running time of the extended episode is more than seventy-five (75)
minutes but less than ninety (90) minutes, the episode shall be considered a 61-90 minute program
and the Director shall be compensated accordingly. See attached “Initial Compensation”
schedule.
c. The running time of an episode shall be determined by the broadcast schedules
which are released by the network, or the exhibition schedules which are released by the
cable companies and published in viewer’s guides such as TV Guide. Commercial time and title
sequences, as well as the use of excerpts from previously-recorded programs, shall be
considered part of the extended episode when determining running time.