

September 14, 2015



SAG-AFTRA 2014 MEMORANDUM OF AGREEMENT BETWEEN THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND THE SCREEN ACTORS GUILD

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as "SAG- AFTRA" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "the Alliance" or "the AMPTP"), on behalf of the Producers listed on Attachment A hereto (each hereinafter respectively referred to as "the Producer" and collectively referred to as "the Producers"), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the Producer-Screen Actors Guild Codified Basic Agreement of 2011 and the 2011 Screen Actors Guild Television Agreement, the 2011 SAG Basic Cable (Live Action) Agreement, Exhibit A to the 2011 AFTRA National Code of Fair Practice for Network Television Broadcasting ("AFTRA Network Code") and The CW Supplement to Exhibit A to the 2011 AFTRA Network Code. Except as modified herein, the terms of the current Agreements between these parties shall remain the same subject to conforming changes. The appropriate provisions herein shall be incorporated in the Producer–SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement. Wherever reference in this Memorandum of Agreement is made to "Schedules," such reference shall mean the Schedules appended to the Codified Basic Agreement.

The terms and conditions set forth in this Memorandum of Agreement shall be effective as of July 1, 2014 (except when another effective date is specified), provided that the SAG-AFTRA Board recommends the parties' agreement for ratification by the SAG-AFTRA membership on or before July 12, 2014, and provided further that the membership ratifies the parties' agreement and the AMPTP is notified of such ratification on or before September 12, 2014.

1. **Term**

The terms of the Producer–SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement shall be for three (3) years, commencing on July 1, 2014 and terminating on June 30, 2017.

2. **Single Television Agreement**

- a. Create a new 2014 SAG-AFTRA Television Agreement which shall be deemed the successor agreement to the 2011 SAG Television Agreement and Exhibit A and The CW Supplement of the 2011 AFTRA Network Code.

The 2014 SAG-AFTRA Television Agreement shall incorporate the provisions of the 2011 SAG Television Agreement, the 2011 SAG Basic Cable (Live Action) Agreement and the 2011 CW Supplement, subject to the modifications listed herein and other modifications agreed to during the 2014 negotiations.

- b. Modify Section I, "General," of the 2011 SAG Television Agreement to provide that performers employed on network prime time scripted dramatic television motion pictures shall be covered exclusively by the 2014 SAG-AFTRA Television Agreement.
- c. For the avoidance of doubt, the parties confirm:
 - i. The AFTRA Network Code is the exclusive agreement covering live programs (other than live network prime time dramatic programs), non-dramatic programs, including but not limited to variety, quiz and game, reality, talk, news and sports programs, and daytime serials.
 - ii. Live network prime time dramatic programs shall be covered by the SAG-AFTRA Television Agreement.
 - iii. Non-network or network non-prime time dramatic programs (other than daytime serials) made for broadcast and book musicals are covered by the SAG-AFTRA Television Agreement and the AFTRA Network Code.
 - iv. A Producer which is signatory to the SAG-AFTRA Television Agreement shall have the option of becoming signatory to the AFTRA Network Code or applying Sideletter G of the SAG-AFTRA Television Agreement to produce programs covered by both the AFTRA Network Code and the SAG-AFTRA Television Agreement.
 - v. Book musicals shall be covered by "Front of the Book" terms and conditions of the AFTRA Network Code. (*Modify Section 78(b) of the SAG-AFTRA Television Agreement accordingly.*) A Producer which is signatory to the SAG-AFTRA Television Agreement shall have the option of becoming signatory to the AFTRA Network Code or applying Sideletter G of the SAG-AFTRA Television Agreement to produce book musicals. Contributions on behalf of performers and background actors employed on book musicals shall be made to the AFTRA Health and Retirement Funds (and the AICF), unless a Producer is not an Employer party to the AFTRA Funds, in which case the contributions shall be made to the SAG Pension and Health Plans (and IACF).
- d. Television Programs Other than Programs Made for Basic Cable or The CW
 - i. "Legacy Exhibit A Series" are those series which began production under the terms and conditions of Exhibit A of the 2011 or any predecessor AFTRA Network Code, including series made for pay television of the

same type as network prime time scripted dramatic programs. A series is not a "Legacy Exhibit A Series" if only the pilot or presentation were produced under Exhibit A of the 2011 or any predecessor AFTRA Network Code.

For "Legacy Exhibit A Series," the following shall apply:

- (1) The minimum salary rates for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for episodes, the principal photography of which commence on or after July 1, 2014, shall be the minimum salary rates in Exhibit A of the 2011 AFTRA Network Code for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.
 - (2) The preference of employment provisions of the 2014 SAG-AFTRA Television Agreement shall not apply.
 - (3) Paragraph 2, "Health and Retirement and Industry Cooperative Fund Contributions" of Exhibit A of the 2011 AFTRA Network Code shall continue to apply, except that the contribution rate to the Funds shall increase as provided in Item 4 for programs, the principal photography of which commences on or after July 1, 2014.
- ii. For new series (meaning those series which begin production on or after July 1, 2014) or new television programs other than episodes of a Legacy Exhibit A Series and for series which began production under the 2011 or any predecessor SAG Television Agreement, the minimum salary rates for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for programs, the principal photography of which commence on or after July 1, 2014, shall be the minimum salary rates in the 2011 SAG Television Agreement for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.
- e. Dramatic Live Action Television Programs Made for Basic Cable
- i. The 2014 SAG-AFTRA Television Agreement shall include a new Article incorporating the terms and conditions of the 2011 SAG Basic Cable (Live Action) Agreement (as modified herein), subject to (i) the understanding that all signatories to the 2014 SAG-AFTRA Television Agreement will automatically be bound to those basic cable terms as

incorporated and (ii) the terms of the *May 13, 2014 Understanding Regarding Protocol for Negotiations*.

- ii. Modify the definition of “television motion pictures” in Section 1, “General,” of the 2011 SAG Television Agreement to include dramatic television motion pictures, excluding animated television motion pictures, produced for initial exhibition on a basic cable service.
- iii. “Legacy Basic Cable Series” are those dramatic live action basic cable series which began production under the 2011 SAG Basic Cable (Live Action) Agreement or any predecessor SAG Basic Cable (Live Action) Agreement, or under an independent agreement with AFTRA, SAG or SAG-AFTRA entered into prior to July 1, 2014. A series is not a “Legacy Basic Cable Series” if only the pilot or presentation were produced under the 2011 SAG Basic Cable (Live Action) Agreement or under an independent agreement with AFTRA, SAG, or SAG-AFTRA.

For a “Legacy Basic Cable Series,” the minimum salary rates for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for episodes, the principal photography of which commence on or after July 1, 2014, shall be the applicable minimum salary rates (*i.e.*, the minimum salary rates in the 2011 SAG Basic Cable (Live Action) Agreement or Exhibit A or The CW Supplement to the 2011 AFTRA Network Code, whichever is applicable) for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.

For “Legacy Basic Cable Series” based on Exhibit A, the following shall apply:

- (1) The preference of employment provisions of the 2014 SAG-AFTRA Television Agreement shall not apply.
- (2) Paragraph 2, “Health and Retirement and Industry Cooperative Fund Contributions” of Exhibit A of the 2011 AFTRA Network Code shall continue to apply, except that the contribution rate to the Funds shall increase as provided in Item 4 for programs, the principal photography of which commences on or after July 1, 2014.

For “Legacy Basic Cable Series” based on The CW Supplement, the terms and conditions of The CW Supplement, as modified herein, shall continue to apply.

- iv. For new dramatic live action series made for basic cable (meaning those series which begin production on or after July 1, 2014) or new dramatic live action programs made for basic cable other than episodes of a "Legacy Basic Cable Series," the minimum salary rates for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for programs, the principal photography of which commences on or after July 1, 2014 shall be the minimum salary rates in the 2011 SAG Basic Cable (Live Action) Agreement for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.

f. Programs Produced Under The CW Supplement

- i. The 2014 SAG-AFTRA Television Agreement shall include a new Article incorporating the terms and conditions of the 2011 The CW Supplement (as modified herein).
- ii. The minimum salary rates for a "Legacy CW series" (meaning a series which began production under the 2011 The CW Supplement or a predecessor The CW Supplement, but excluding a series for which only the pilot or presentation was produced under the 2011 The CW Supplement) for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for episodes, the principal photography of which commence on or after July 1, 2014, shall be the minimum salary rates in the 2011 The CW Supplement for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded. The minimum salary rates for background actors shall be increased as provided in Item 14.c.i.
- iii. For new The CW series (meaning a series that began production on or after July 1, 2014), the minimum salary rates for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for episodes, the principal photography of which commence on or after July 1, 2014, shall be the minimum salary rates in the 2011 SAG Television Agreement for the period July 1, 2013 through June 30, 2014, increased by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.
 - (1) Performers who would otherwise be considered "series contract" performers within the meaning of the 2011 SAG Television Agreement shall be paid at the rates applicable to freelance weekly

performers on a new series under the 2014 SAG-AFTRA Television Agreement.

- (2) The minimum salary rates for background actors shall be increased as provided in Item 14.c.i.

g. Allocation of Fringe Contributions During the Term of the 2014 SAG-AFTRA Television Agreement

During the 2014 SAG-AFTRA negotiations, the parties agreed to consolidate the 2011 SAG Television Agreement, Exhibit A and The CW Supplement to the 2011 AFTRA Network Code and the 2011 SAG Basic Cable (Live Action) Agreement into a single 2014 SAG-AFTRA Television Agreement. As a result, the parties were required to determine how to allocate contributions among the SAG Pension and Health Plans (collectively, the "SAG Plans"), on the one hand, and the AFTRA Health and Retirement Funds (collectively, "AFTRA Funds"), on the other hand, with respect to both existing television motion pictures or series, the production of which began prior to the date that is sixty (60) days after the AMPTP receives notice of ratification (*i.e.*, "Grandfathered Series," defined below), and new television motion pictures and series produced on and after the date that is sixty (60) days after the AMPTP receives notice of ratification.

The parties agree that contributions during the term of the 2014 SAG-AFTRA Television Agreement shall be made in accordance with the following:

- i. The parties intend to allocate the total contributions during the term of the 2014 SAG-AFTRA Television Agreement between the SAG Plans, on the one hand, and the AFTRA Funds, on the other hand, in a ratio consistent with the average allocation of contributions between the SAG Plans and the AFTRA Funds over the five-year period encompassing calendar years 2009-2013 for programs previously covered by the 2011 SAG Television Agreement, the 2011 SAG Basic Cable (Live Action) Agreement, Exhibit A and The CW Supplement to the 2011 AFTRA Network Code and individually-negotiated agreements with AFTRA or SAG-AFTRA based on Exhibit A for scripted dramatic productions made for basic cable (hereinafter the "Target Ratio"). Using this methodology, the parties determined the Target Ratio to be 57% to the SAG Plans and 43% to the AFTRA Funds.
- ii. In order to maintain the Target Ratio of allocations between the SAG Plans and the AFTRA Funds during the term of the 2014 SAG-AFTRA Television Agreement, the parties agree that, for television motion pictures and covered new media programs, the principal photography of which commences on or after the date that is sixty (60) days after the AMPTP receives notice of ratification, the Producer shall make contributions to either the SAG Plans or the AFTRA Funds in accordance with the following allocation rules:

(1) Grandfathered Series

For purposes of pension and health or health and retirement contributions under the 2014 SAG-AFTRA Television Agreement, a "Grandfathered Series" shall be defined as any television series or multi-part, closed-end series or covered new media series, the principal photography of which began prior to the date that is sixty (60) days after the AMPTP receives notice of ratification, on which a performer covered under the 2014 SAG-AFTRA Television Agreement is employed. A television series or covered new media series shall be considered to be a "Grandfathered Series" so long as the pilot or presentation for the series, or an episode of the series, is produced prior to the date that is sixty (60) days after the AMPTP receives notice of ratification.

For new episodes or new parts of a Grandfathered Series (*i.e.*, episodes or parts, the principal photography of which begins on or after the date that is sixty (60) days after the AMPTP receives notice of ratification), Producer shall continue to make contributions to the same Plans or Funds to which contributions were made for episodes or parts of the series (including a pilot or presentation) produced prior to the date that is sixty (60) days after the AMPTP receives notice of ratification.

A Producer making contributions to the AFTRA Funds with respect to a Grandfathered Series shall continue to make contributions in accordance with the provisions set forth in Exhibit A to the 2011 AFTRA Network Code, except that the contribution rate shall be as provided in the 2014 SAG-AFTRA Television Agreement (see Item 4). It is understood that contributions for motion pictures, the principal photography of which commenced prior to July 1, 2014, shall be as provided in the applicable Agreement.

As an example: A series in existence prior to the date that is sixty (60) days after the AMPTP receives notice of ratification for which contributions were made to the AFTRA Funds will continue to have contributions made to the AFTRA Funds for services rendered thereafter, subject to the provisions of Exhibit A to the 2011 AFTRA Network Code, except that the rate of contributions shall be as provided in the 2014 SAG-AFTRA Television Agreement (see Item 4).

(2) New Television Motion Pictures

For purposes of pension and health or health and retirement contributions under the 2014 SAG-AFTRA Television Agreement,

a "New Television Motion Picture" shall be defined as any television motion picture, whether a one-time television motion picture, an episode of a television series or of a covered new media series (other than a Grandfathered Series) or a part of a multi-part, closed-end series (other than a Grandfathered Series) on which a performer covered under the 2014 SAG-AFTRA Television Agreement is employed for which principal photography commences on or after the date that is sixty (60) days after the AMPTP receives notice of ratification. Contributions for New Television Motion Pictures shall be made as follows:

- 1) Producer shall make contributions to the SAG Plans with respect to performers and background actors employed under the 2014 SAG-AFTRA Television Agreement on one-hour television motion pictures made for network, one-half hour (or shorter) television motion pictures made for basic cable, television motion pictures made for syndication (other than for The CW and other than long-form television motion pictures), covered new media programs and all television motion pictures made for pay television (other than long-form television motion pictures) or the home video market.
- 2) Producer shall make contributions to the AFTRA Funds with respect to performers and background actors employed under the 2014 SAG-AFTRA Television Agreement on one-half hour (or shorter) television motion pictures made for network, one-hour television motion pictures made for basic cable, all long-form television motion pictures and all television motion pictures made for The CW.

(3) Covered Derivative New Media Productions

Notwithstanding the foregoing, Producer shall make contributions with respect to performers and background actors employed on covered Derivative New Media Productions to the same Plans or Funds to which contributions are or were made for performers and background actors employed on the Original Production on which the Derivative New Media Production is based.

- iii. The parties agree to examine periodically (but not less frequently than twice per calendar year during the term of the 2014 SAG-AFTRA Television Agreement, unless the parties agree otherwise) the actual ratio of contributions made to the SAG Plans and the AFTRA Funds under the allocation specified in paragraph ii. above. The SAG Plans and the

AFTRA Funds shall provide the parties with this information. The parties shall consider periodically adjusting the allocation of contributions in paragraph ii. above for new programs or series so that, during the term of the Agreement, the ratio of contributions made to the SAG Plans and the AFTRA Funds matches the Target Ratio, measured on a rolling five (5) calendar year period basis, except to the extent that the parties agree to a different or additional metric(s).

The parties shall seek the advice of SAG Plans' and AFTRA Funds' staffs, consultants and actuaries to identify an appropriate time frame and protocol for undertaking such examinations and implementing new allocation rules as necessary to achieve the Target Ratio. The costs associated with examining the allocation of contributions as set forth in this paragraph iii. shall be borne by the parties and not by the SAG Plans or AFTRA Funds. The parties agree to recommend to the Trustees of the IACF and the AICF to authorize funding of those costs.

- iv. In no event shall the allocation of contributions set forth in paragraph ii. above, in and of itself, create the basis for the imposition of withdrawal liability on a Producer which contributed to either the SAG Plans or the AFTRA Funds or both prior to the date that is sixty (60) days after the date the AMPTP receives notice of ratification. The Plans and Funds, in consultation with both parties, shall develop procedures for identifying Producers at risk of incurring withdrawal liability under these circumstances and measures to prevent the imposition of such liability.
- v. Notwithstanding anything herein to the contrary, a Producer of primarily theatrical motion pictures which, as of June 30, 2014, is an Employer party to the SAG Plans and has not made contributions to the AFTRA Funds during the period January 1, 2010 to December 31, 2014 shall not be required by reason of the allocations set forth in this paragraph g. to contribute to the AFTRA Funds, unless such Producer elects otherwise. Any such Producer shall continue to make all contributions to the SAG Plans instead of as provided in the allocations set forth in paragraph ii. above.
- vi. The parties recommend to the Trustees of the SAG Plans and AFTRA Funds that they adopt procedures to enable them to perform the analyses required under paragraphs iii., iv. and v. above.
- vii. Until the parties are able to merge the Producer Screen Actors Guild Industry Advancement and Cooperative Fund ("IACF") and the AFTRA Industry Cooperative Fund ("AICF") into a single successor fund (see Item 6), contributions to the IACF and AICF during the term of the 2014 SAG-AFTRA Television Agreement shall be made on the following basis: for employment on a television motion picture or covered new media program, if pension and health contributions are made to the SAG Plans,

then contributions shall be made to the IACF; if, on the other hand, health and retirement contributions are made to the AFTRA Funds, then contributions shall be made to the AICF.

Make conforming changes to the SAG Television Agreement, including, but not limited to, Sections 22 and 22.1 and the Sideletter re Special Conditions for Pilots, Presentations and New Series and the Sideletter re "Supersized Episodes," which shall also apply to dramatic programs made for basic cable.

- h. *Make conforming changes throughout the 2011 SAG Television Agreement as necessary to reflect the modifications listed above.*
- i. *The networks (American Broadcasting Companies, Inc., NBC, Inc. and CBS Broadcasting Inc.) shall renew their Letters of Adherence for the 2014 SAG-AFTRA Television Agreement, with the addition of the following:*

"Notwithstanding the merger of SAG and AFTRA and the unification of the SAG Television Agreement and Exhibit A of the AFTRA Network Code, the parties affirm that the application of the new SAG-AFTRA Television Agreement to programs produced thereunder does not depend on whether the program is produced on film, videotape or digitally."

3. **Minimums Other Than Under Item 2 (Single Television Agreement) Above**

- a. Except as otherwise provided below for stand-ins and in Item 2 ("Single Television Agreement") above, increase the minimum salary rates in the 2011 SAG Codified Basic Agreement for the period July 1, 2013 through June 30, 2014 for services rendered on or after July 1, 2014 under existing contracts of employment and under contracts of employment entered into on or after July 1, 2014, and for motion pictures, the principal photography of which commences on or after July 1, 2014, by 2.5% effective July 1, 2014; by 3% effective July 1, 2015; and by an additional 3% effective July 1, 2016. These increases shall be compounded.
- b. Increase minimum salary rates for stand-ins employed under Schedule X, Part I or Part II of the 2011 SAG Codified Basic Agreement for the period July 1, 2013 through June 30, 2014 by 5% effective July 1, 2014; by an additional 5% effective July 1, 2015; and by an additional 5% effective July 1, 2016. These increases shall be compounded and shall be in lieu of the general salary increases. These increases shall apply to the applicable minimum rates in effect on June 30, 2014.

For stand-ins employed on a "Legacy Exhibit A Series" or a "Legacy Basic Cable Series" based on Exhibit A, as defined in Items 2.d. and 2.e. above, these increases shall apply to the applicable minimum rates in effect for those series on June 30, 2014. For example, a "Legacy Exhibit A Series" shall apply the

foregoing increases to the rate for stand-ins under Exhibit A to the 2011 AFTRA Network Code.

- c. Increase the network prime time rerun ceilings in Section 18(b)(1) of the 2011 SAG Television Agreement by 2% effective July 1, 2014; by an additional 2% effective July 1, 2015; and by an additional 2% effective July 1, 2016. These increases shall be compounded.
- d. The following increases shall become effective thirty (30) days after the AMPTP receives notice of ratification:
 - i. Increase the dancer's footwear allowance in Section 6.C. of Schedule J of the 2011 SAG Codified Basic Agreement from \$10.80 per day to \$11.50 per day for each pair of shoes utilized in the performance;
 - ii. Increase the cleaning allowances in Schedule A, Section 11 (Schedule B, Section 16; Schedule C, Section 16) of the 2011 SAG Codified Basic Agreement and Section 30 of the 2011 SAG Television Agreement as follows:
 - (1) From \$17.00 to \$18.00 for formal wear;
 - (2) From \$11.50 to \$12.00 for all other wardrobe.
 - iii. Increase the additional compensation for body make-up, skull cap and hair goods/hair piece in Section 9 of Schedule X, Parts I and II of the 2011 SAG Codified Basic Agreement from \$18.00 to \$19.00;
 - iv. Increase the automobile and motorcycle allowances in Section 19 of Schedule X, Parts I and II of the 2011 SAG Codified Basic Agreement from \$35.00 to \$37.50.

4. **Pension and Health/Health and Retirement Contribution Rates**

- a. Increase the pension contribution rate to the SAG Pension Plan or the total contribution rate to the AFTRA Health and Retirement Funds by one-half percent (0.5%), so that the total contribution rate increases from 16.5% to 17% for motion pictures, the principal photography of which commences on or after July 1, 2014 (and from 15% to 15.5% under Sideletter K for pilots and presentations, the principal photography of which commences on or after July 1, 2014, and for the first two (2) seasons of any new one (1) hour series, the pilot or presentation of which commences principal photography on or after July 1, 2014).
- b. The parties agree to recommend to the Trustees of the SAG Pension Plan and the Trustees of the AFTRA Health and Retirement Funds that no interest or liquidated damages shall be payable for late-received contributions until October 1, 2014, or the date that is sixty (60) days after the AMPTP receives notice of

ratification, whichever is later, provided that contributions are timely made at the rate and up to the ceilings provided under the 2011 SAG Television Agreement or under Exhibit A to the 2011 AFTRA Network Code or under The CW Supplement to the 2011 AFTRA Network Code during the period July 1, 2014 through September 30, 2014.

- c. There shall be no change to the contribution rate under Section 5.2.A. of the General Provisions of the 2011 SAG Codified Basic Agreement solely in connection with Supplemental Market payments for distribution on “cassettes.”

5. **Potential Health Plans Merger**

a. **Potential Merger of Health Plans**

During the 2014 negotiations, the parties discussed that the Trustees of the SAG Health Plan and the AFTRA Health Fund are in the process of studying a merger of the SAG Health Plan and the AFTRA Health Fund. For purposes of this provision, the reference to “merger” of the health plans includes considerations of other possibilities, including creating a new health plan and the complete or partial termination of an existing health plan and the redirection of contributions to the other existing health plan. Should a vote of the Trustees of the SAG Health Plan, in which all AMPTP-appointed Trustees participated, result in the approval of the merger of the SAG Health Plan and AFTRA Health Fund, the parties shall either eliminate or modify Sections 34.B. and 34.D. of the General Provisions of the 2011 SAG Codified Basic Agreement (and the identical provisions in Sections 22(b) and 22(d) of the 2011 SAG Television Agreement) as necessary to effectuate the terms of the merger. If the parties agree that the 2014 SAG-AFTRA Codified Basic Agreement and/or the SAG-AFTRA Television Agreement contain other provisions that would prevent the effectuation of the merger, either party may, upon thirty (30) days’ written notice, re-open negotiations for the sole purpose of removing such impediment from the 2014 SAG-AFTRA Codified Basic Agreement and/or the SAG-AFTRA Television Agreement.

b. **Successor Plan(s)**

- i. Producers that are required to make contributions to the SAG Health Plan under the 2014 SAG-AFTRA Codified Basic Agreement or the 2014 SAG-AFTRA Television Agreement agree to become parties to any successor entity of the SAG Health Plan on the condition that all AMPTP-appointed Trustees participate in a vote of the Trustees of the SAG Health Plan which results in the approval of the merger of the SAG Health Plan and AFTRA Health Fund.
- ii. Producers that are required to make contributions to the AFTRA Health Fund under the 2014 SAG-AFTRA Television Agreement agree to become parties to any successor entity of the AFTRA Health Fund on the

condition that all Management-appointed Trustees participate in a vote of the Trustees of the AFTRA Health Fund which results in the approval of the merger of the SAG Health Plan and AFTRA Health Fund.

6. **AICF/IACF**

The parties agree to recommend to the Trustees of the SAG Industry Advancement and Cooperative Fund ("IACF") and the AFTRA Industry Cooperative Fund ("AICF") that the IACF and the AICF be merged during the term of the Agreement(s). In the event that the Trustees approve a merger of the IACF and the AICF during the term of the Agreement(s), Producers agree to make the required contributions to the successor Fund to the IACF and AICF. The parties shall consider reducing the overall number of Trustees in the event of a merged Fund. Details shall be discussed at a later time.

7. **Money Breaks**

- a. Increase the money breaks in subparagraphs (A)(2) and (B)(2)(b) of Section 16 ("Fittings, Wardrobe Tests, Make-up Tests") of Schedule A of the 2011 SAG Codified Basic Agreement from \$1,000 per day to \$1,200 per day with respect to contracts entered into with performers on or after July 1, 2015.
- b. Increase the caps on sixth and seventh day premiums in Section 9 of Schedule C and Sections 3, 4 and 5 of Schedule F of the 2011 SAG Codified Basic Agreement from \$475 to \$500, \$950 to \$1,000 and \$1,425 to \$1,500 with respect to contracts entered into with performers on or after July 1, 2015. *Make conforming changes.*
- c. Increase the money break in Section 24 of the 2011 SAG Television Agreement from \$8,500 per episode or per week to \$9,000 per episode or per week with respect to contracts entered into with performers on or after July 1, 2015.
- d. Increase the money break in Section 18(d)(3) of the 2011 SAG Television Agreement at which advance payment for "all other residual purposes (e.g., syndication, non-prime-time network, theatrical and foreign)" is permitted from \$8,000 per week or per episode to \$9,000 per week or per episode with respect to contracts entered into with performers on or after July 1, 2015.

8. **Schedule Breaks**

- a. Increase the schedule breaks in Schedules B and C of the 2011 SAG Codified Basic Agreement from \$4,800 per week to \$5,000 per week for television motion pictures with respect to contracts entered into with performers on or after July 1, 2015.
- b. Increase the schedule breaks in Schedules D, E, G, H, I and J of the 2011 SAG Codified Basic Agreement from \$6,000 per week to \$6,200 per week for theatrical motion pictures and from \$4,650 per week to \$5,000 per week for

television motion pictures, both with respect to contracts entered into with performers on or after July 1, 2015.

9. **Exclusion of Stand-Ins From Background Actor Count (Schedule X, Part I)**

Modify Section 1(c)(1) and (2) of Schedule X, Part I of the 2011 SAG Codified Basic Agreement to provide:

“(c) The terms and conditions of this Schedule X, Part I shall apply:

“(1) For motion pictures, the principal photography of which commences between July 1, 2014 and June 30, 2015:

“(a) to the first twenty-one (21) background actors (excluding swimmers, skaters and dancers, but including stand-ins”) employed each day on each television motion picture, ~~other than television motion pictures made for basic cable; and~~

“(b) to the first fifty-seven (57) background actors (excluding swimmers, skaters and dancers, but including stand-ins) employed each day on theatrical motion pictures.

“(2) For motion pictures, the principal photography of which commences on or after July 1, 2015:

“(a) to the first twenty-one (21) background actors (excluding swimmers, skaters and dancers, but including stand-ins”) employed each day on each television motion picture; and

“(b) to the first fifty-seven (57) background actors (excluding swimmers, skaters and dancers, but including all except one stand-in) employed each day on theatrical motion pictures.”

Footnote 13: “In the case of one-half hour and one (1) hour television motion pictures, up to one (1) stand-in per call is not to be counted against the maximum number of ‘covered’ background actors.”

New Footnote 14: “In the case of one-half hour and one (1) hour television motion pictures, up to three (3) stand-ins per call are not to be counted against the maximum number of ‘covered’ background actors.”

10. **High Budget SVOD Programs**

Modify Sideletter No. 21 to the 2011 SAG Codified Basic Agreement by inserting a new Paragraph E. (and renumbering the remaining Paragraphs accordingly) and modifying the Sunset Clause (currently Paragraph I.) as follows:

“E. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on Subscription Video-On-Demand Consumer Pay Platforms

“1. Prospective Application

“The terms and conditions set forth in this Paragraph E. shall be applicable prospectively only. They shall not apply to:

“(a) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to October 1, 2014; or

“(b) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after October 1, 2014, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to October 1, 2014.¹

“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to October 1, 2014.

¹ The Producer shall notify the Union of any such license agreement that it enters into prior to October 1, 2014. The notice shall include the name of the licensee, the term of the license agreement, the license fee, the number of programs or the number of minutes of programming to be produced under the license agreement, the anticipated start date of principal photography, the anticipated date of delivery of the program or series, and whether the licensee has an option to order additional programs or series under the license agreement and, if so, whether the material terms and conditions applicable to such additional programs or series are fixed in the license agreement or are subject to negotiation. At the Union’s request, the Producer must make an unredacted license agreement available for inspection at the Producer’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

“Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of Sideletter No. 21 re Programs Made for New Media under the SAG Codified Basic Agreement of 2011. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after October 1, 2014 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

“Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to SAG-AFTRA-represented employees on programs or series covered by subparagraphs (a) or (b) above.

“2. “High Budget SVOD Programs” Defined

“The terms and conditions set forth in Paragraph E. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter “**High Budget SVOD Programs**”):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

* Programs less than 20 minutes are not considered “high budget” for the purpose of this Sideletter, regardless of their budgets.

“3. Compensation

“Minimum initial compensation for performers employed on a High Budget SVOD Program shall be the applicable rates under the SAG-AFTRA Television Agreement.

“4. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to High Budget SVOD Programs shall be those applicable under the SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement to dramatic programs made for network prime time, subject to the following clarifications and modifications:

- “(a) A High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; a High Budget SVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; a High Budget SVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and a High Budget SVOD Program 96 minutes or longer shall be treated as a 120-minute program.
- “(b) The “major role” performer provisions in the Television Agreement shall not apply.
- “(c) Reuse of Photography or Sound Track
 - “(i) Promotional reuse of photography or sound track from a High Budget SVOD Program in all media shall be governed exclusively by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.
 - “(ii) Non-Promotional Reuse of Photography or Sound Track
 - “(A) Non-Promotional Reuse of Photography or Sound Track in New Media
 - “1) For non-promotional reuse of photography or sound track from one episode of a High Budget SVOD series in another episode of the same series, Section 36 of the Television Agreement shall apply, except that the performer may agree to reuse at the time of employment.
 - “2) For any other non-promotional reuse of photography or sound track of a High Budget SVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the High Budget SVOD Program shall be treated as a “television motion picture” for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

“Section 36 of the Television Agreement shall apply to the reuse of photography or sound track from a High Budget SVOD Program in any medium other than New Media (*e.g.*, in traditional media), except that the performer may agree to reuse at the time of employment.

- “(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from a High Budget SVOD Program if it would not be required to do so under Section 36 of the Television Agreement or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.
- “(d) It is understood that the advance payment of residuals provision in Section 18(d) of the Television Agreement allows the crediting of all residuals payable for the reuse of a High Budget SVOD Program, regardless of whether the residuals are a fixed or percentage payment.
- “(e) For a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 15 million subscribers, or a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 15 million or more subscribers that is budgeted at \$1,300,000 or more but less than \$2,000,000 (\$2,100,000 effective July 1, 2016) for a program between 20 and 35 minutes in length, \$2,500,000 or more but less than \$3,700,000 (\$3,800,000 effective July 1, 2016) for a program between 36 and 65 minutes in length, \$3,000,000 or more but less than \$4,000,000 for a program between 66 and 95 minutes in length and \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) for a program 96 minutes or more in length, the following additional modifications shall apply:
- “(i) Producer may credit amounts in excess of 65% of the minimum, but not to exceed the minimum, against any other compensation otherwise due to a series or term contract performer (*e.g.*, overtime, penalties, and residuals, regardless of whether the threshold for advance payment of residuals has been met). Such crediting shall not apply to background actors or performers other than series or term

contract performers. (Note that this crediting is in addition to the rights of crediting of residuals provided in Paragraph 4.(d) of this Sideletter.)

“Following is an example of such crediting:

“A series contract performer engaged on a 62-minute High Budget SVOD program made for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 15 million subscribers for which principal photography commences on July 1, 2015, is guaranteed employment on 7 episodes at the rate of \$5,000 per episode. Up to \$1,477.35 (*i.e.*, 35% of the minimum salary rate of \$4,221 per episode) may be credited against any other compensation otherwise due. If the series contract performer works 14 hours and is due four (4) hours of overtime at \$200 per hour, the Producer may credit \$800, leaving \$677.35 available to be credited against any other compensation due to the performer.

“If the same High Budget SVOD Program is made available for a second year on the same platform, the series contract performer would be entitled to a residual of \$701.10, calculated as 30% of the residual base of \$2,337 (which residual base is 65% of the series contract performer's total actual compensation up to 65% of the network prime time rerun ceiling). Assuming that \$100 is left to be credited from the total amount available for crediting under this provision (*i.e.*, \$1,477.35), the series contract performer would receive payment for \$601.10 in residuals.

“(ii) On days for which the Television Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.

“(f) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative preparation and shooting methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget SVOD Programs when appropriate.

“5. Reuse

“The provisions below apply to the reuse of High Budget SVOD Programs.

“(a) (i) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 15 million or more subscribers in the United States and Canada constitutes payment for one year of use worldwide on such platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform), commencing with the first day the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform(s).

“(ii) For each year of use of such programs on the subscription video-on-demand consumer pay platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying the performer’s “total actual compensation” (as defined in Section 18.(b)(4) of the Television Agreement), but not to exceed the applicable ceiling set forth in Section 18.(b)(1)b) of the Television Agreement, by the applicable percentage set forth in the chart below:

<u>Exhibition Year *</u>	<u>Percentage of “Total Actual Compensation” (subject to Section 18.(b)(1)b) ceilings)</u>
Year 2	30.0%
Year 3	30.0%
Year 4	25.0%
Year 5	20.0%
Year 6	15.0%
Year 7	10.0%
Year 8	8.0%
Year 9	5.0%
Year 10	4.5%

<u>Exhibition Year *</u>	<u>Percentage of "Total Actual Compensation" (subject to Section 18.(b)(1)b ceilings)</u>
Year 11	3.0%
Year 12	2.5%
Each Year thereafter	1.5%
* Each Year shall commence with the first day that the High Budget SVOD Program is made available for exhibition on the subscription consumer pay platform following the conclusion of the prior one-year use period.	

“(iii) Initial compensation paid to performers employed on a High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay new media platform with fewer than 15 million subscribers in the United States and Canada constitutes payment for one year of use on the domestic subscription video-on-demand consumer pay platform on which it is first exhibited and on any related or affiliated foreign subscription video-on-demand consumer pay platform, commencing with the first day that the High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform.

For each year of use of such High Budget SVOD Program on the domestic subscription video-on-demand consumer pay platform and on any related or affiliated foreign subscription video-on-demand consumer pay platform(s) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying 65% of “total actual compensation” (as defined in Section 18.(b)(4) of the Television Agreement), but not to exceed 65% of the applicable ceiling set forth in Section 18.(b)(1)b of the Television Agreement, by the applicable percentage set forth in the chart above in subparagraph (ii).

“(b) For subsequent exhibition of a High Budget SVOD Program on any subscription video-on-demand consumer pay new media platform other than the subscription video-on-demand consumer pay platform on which the program was initially exhibited and any of its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.” Such payment shall include

pension and health contributions to the SAG Plans (hereinafter referred to as "pension and health contributions") or health and retirement contributions to the AFTRA Funds (hereinafter referred to as "health and retirement contributions"), as applicable.

- "(c) For subsequent exhibition of a High Budget SVOD Program on any consumer pay new media platform other than a subscription video-on-demand consumer pay platform (*i.e.*, on a transactional consumer pay platform involving download-to-own or download-to-rent transactions), the Producer shall make a residual payment equal to 3.6% of "Distributor's gross" as defined in Paragraph 4 of the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media." Such payment shall include pension and health or health and retirement contributions, as applicable.
- "(d) Except as provided in the next paragraph, for subsequent exhibition of a High Budget SVOD Program on any free-to-the-consumer/advertiser-supported new media platform, the Producer shall make a residual payment equal to 6% of "Distributor's gross" as defined in Paragraph 4 of the "Sideletter re Exhibition of Motion Pictures Transmitted Via New Media," plus pension and health or health and retirement contributions, as applicable.

Notwithstanding the foregoing, the Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series), without any additional payment, on free-to-the-consumer/advertiser-supported new media platforms for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program.

- "(e) For use of a Derivative High Budget SVOD Program in traditional media (*e.g.*, free television, basic cable, pay television, home video), the Producer shall pay residuals as a supplemental use as set forth in Paragraph B.3.(e) of this Sideletter; for use of an Original High Budget SVOD Program in traditional media, the Producer shall pay residuals as a supplemental use as set forth in Paragraph D.3.(c) of this Sideletter.

"6. Credit

"Credit for High Budget SVOD Programs shall be subject to Section 54 of the Television Agreement, subject to the following clarifications and modifications:

- (a) For purposes of the limitations periods set forth in Section 54 , the first day the High Budget SVOD Program is available on a subscription consumer pay platform shall be considered the date of the first “broadcast.”
- (b) “Click-through” credits may be used.

* * * *

J. Sunset Clause

“The parties recognize that this Sideletter is being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, except as provided in the next paragraph, all of the provisions of this Sideletter shall expire on the termination date of the SAG-AFTRA Codified Basic Agreement of 2014+ and the 2014+ SAG-AFTRA Television Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of Made for New Media Productions to be in effect thereafter.

“The terms and conditions herein applicable to High Budget SVOD Programs shall apply and remain in full force and effect, and without change, to High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this sideletter.

“The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreements will be based on the conditions that exist and reasonably can be forecast at that time.”

Make conforming changes as necessary (including by renumbering the remaining existing Paragraphs E through K and by modifying Sideletter K to confirm that it applies to High Budget SVOD Programs).

Make corresponding changes to Sideletter H re Programs Made for New Media to the 2014 SAG-AFTRA Television Agreement.

11. Modifications to Sideletter re Exhibition of Motion Pictures Transmitted Via New Media

- a. *Modify Sideletter No. 22 to the 2011 SAG Codified Basic Agreement (and make conforming changes to Sideletter I to the 2011 SAG Television Agreement) as follows [not in contract language]:*

i. Free Streaming Windows for Television Motion Pictures as to which Free Television Residuals Are Still Payable:

- (1) **Initial Exhibition.** The free streaming window of a television motion picture, the principal photography of which commences on or after July 1, 2014, shall be seven (7) consecutive days for the initial exhibition of such television motion picture, except that:
- (a) It shall be twenty-four (24) consecutive days for the first seven (7) episodes of a new series and any one-time television motion picture; and
 - (b) It shall be seventeen (17) consecutive days for children's programming.

The free streaming windows as provided above may be divided between the period immediately prior to and immediately following the exhibition on television of the motion picture in any ratio determined by the Producer, except that for each episode of a series in its first year, the free streaming window may commence up to thirty (30) days before the initial exhibition on television of the episode.

- (2) **Broadcast Television.** The free streaming window for any program made for initial exhibition on broadcast television, whether produced under this Agreement or under an agreement with SAG, AFTRA or SAG-AFTRA entered into prior to July 1, 2014 as to which free television residuals are still payable, shall be seven (7) consecutive days for each rerun of the program on broadcast television, with the seven (7) consecutive day period measured separately for each city in the United States and Canada. If the program is rerun more than once in any seven (7) consecutive day period, the free streaming window shall be limited to a single seven (7) consecutive day period surrounding one of the runs.
- (3) No payment is due if, during the foregoing free streaming windows, the Producer makes available a television motion picture, the principal photography of which commences on or after July 1, 2014, for exhibition on a free-to-the-consumer, advertiser-supported service transmitted via the internet or mobile or other device or on the advertiser-supported video-on-demand service ("AVOD") of a multichannel video programming distributor ("MVPD") or any similar service that currently exists or may hereafter be developed.

ii. Residual Payment

(1) If, outside the free streaming window(s) provided above, the Producer makes available a television motion picture, the principal photography of which commences on or after July 1, 2014, for streaming on a free-to-the-consumer, advertiser-supported service transmitted via the internet or mobile or other device or on the advertiser-supported video-on-demand service ("AVOD") of a multichannel video programming distributor ("MVPD") or any similar service that currently exists or may hereafter be developed, the Producer shall pay four percent (4%) (four and one-half percent (4.5%) for a television motion picture, the principal photography of which commences on or after July 1, 2015, and five percent (5%) for a television motion picture, the principal photography of which commences on or after July 1, 2016) of the "total applicable minimum," as defined in Section 18(b)(4)b) of the Television Agreement, plus pension and health or health and retirement contributions, as applicable, for each twenty-six (26) consecutive week period (as described in Sideletter No. 22) following the expiration of the free streaming window(s) and within the one-year period following the television exhibition.

(2) If, upon expiration of the one (1) year period following the expiration of the initial exhibition free streaming window and outside all free streaming windows (see Paragraph 2.A.(5) of Sideletter No. 22), the Producer makes available a television motion picture, the principal photography of which commences on or after July 1, 2014, for streaming on a free-to-the-consumer, advertiser-supported service transmitted via the internet or mobile or other device or on the advertiser-supported video-on-demand service ("AVOD") of a multichannel video programming distributor ("MVPD") or any similar service that currently exists or may hereafter be developed, the Producer shall pay residuals at the rate of six percent (6%) of "Distributor's gross" as defined in Paragraph 4.A. of Sideletter No. 22, plus pension and health or health and retirement contributions, as applicable. Notwithstanding the foregoing, if the Producer did not make the television motion picture available for streaming during the one (1) year period following its initial exhibition on television, or if it was available for streaming only during a free streaming window, then the foregoing payment shall apply beginning one (1) year after initial exhibition of the television motion picture on television.

iii. The parties agree that Paragraph 4.B. of Sideletter No. 22 shall not apply to agreements concerning a multichannel video programming distributor ("MVPD") (or any similar service that currently exists or may hereafter be

developed) or any video-on-demand service of an MVPD or any similar service that currently exists or may hereafter be developed.

- b. During the 2014 negotiations, the parties confirmed that no residuals or other payments are due when a Producer makes available on an advertiser-supported video-on-demand service ("AVOD") of a multichannel video programming distributor ("MVPD") a motion picture produced under an agreement with SAG, AFTRA or SAG-AFTRA entered into prior to July 1, 2014.

12. **Pension and Health / Health and Retirement References to "New Media"**

For drafting purposes only and without any substantive change to the Agreements, the Producers agree as follows:

- a. Modify the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media in the 2011 SAG Codified Basic Agreement and the 2011 SAG Television Agreement to specify the requirements for payment of pension and health or health and retirement contributions, as applicable, on residuals provided therein.
- b. *Modify the beginning clause of the second sentence of Section 22(a) of the 2011 SAG Television Agreement as follows:*

"With respect to employment covered hereunder on television motion pictures or on Original or Derivative New Media Productions (other than Experimental New Media Productions which the Producer does not elect to cover) under the Sideletter Re: Programs Made for New Media (hereinafter referred to as "covered new media programs"), the principal photography of which commences on or after July 1, ~~2011~~2014, Producer agrees"

- c. *Add a footnote to the reference to "new one (1) hour series" in the last sentence of Section 22(a) of the 2011 SAG Television Agreement to provide:*

"It is understood that this provision shall also be applicable to covered new media series, the episodes of which are thirty-six (36) minutes or more in length but less than sixty-six (66) minutes."

- d. *Modify the first sentence of Section 22(a)(1) of the 2011 SAG Television Agreement as follows:*

"The foregoing contribution requirement is subject to the following:

"(1) Performers other than Term Performers

"For motion pictures commencing principal photography on or after July 1, ~~2011~~2014:

“With respect to services rendered by such a performer in a one-half hour television motion picture or in a covered new media program that is thirty-five (35) minutes or less in length, such percentage shall not be paid with respect to any part of such gross compensation in excess of \$15,000; with respect to services rendered by such a performer in a one-hour television motion picture or in a covered new media program that is thirty-six (36) minutes or more in length but less than sixty-six (66) minutes, such percentage shall not be paid with respect to any part of such gross compensation in excess of \$24,500; with respect to services rendered by a performer in a one and one-half hour television motion picture or in a covered new media program that is sixty-six (66) minutes or more in length, such percentage shall not be paid with respect to any part of such gross compensation in excess of \$33,000; with respect to services rendered by such a performer in a two-hour (or more) television motion picture (but not including multi-part, closed-end pictures exceeding three (3) hours in length), such percentage shall not be paid with respect to any part of such gross compensation in excess of \$40,000.”

- e. *Modify the first sentence of Section 22(a)(2)a)1) of the 2011 SAG Television Agreement as follows:*

“(2) Term Performers

“a) Television Term (or High Budget SVOD Program) Contract

“1) With respect to compensation for services in television motion pictures or in High Budget SVOD Programs (as defined in Paragraph E.2. of Sideletter H), the ~~television~~ ceilings provided in subsection (1) above shall apply.”

- f. *Modify the first sentence of Section 22(a)(2)b)1) of the 2011 SAG Television Agreement as follows:*

“b) Combination Term Contract

“1) With respect to compensation for services in television motion pictures or in High Budget SVOD Programs (as defined in Paragraph E.2. of Sideletter H), under such a contract, the ~~television~~ ceilings set forth in subsection (1) above shall apply.”

- g. *Modify Section 22(a)(3) and (4) of the 2011 SAG Television Agreement as follows:*

“(3) Ceiling - Theatrical Exhibition of Television Motion Pictures or Covered New Media Programs

“The \$232,000 ceiling referred to in the ~~Producer-Screen Actors Guild~~ SAG-AFTRA Codified Basic Agreement of 2014 shall be applicable with

respect to the pension and health or health and retirement contributions, as applicable, which ~~is~~are payable with respect to the compensation due to a performer under Section 19 hereof for the theatrical exhibition of a television motion picture or of a covered new media program.

“(4) Ceiling - Supplemental Market Use

“The payments made by Producer for Supplemental Market use shall be subject to the ceilings referred to in subparagraphs (1) and (2) of subsection (a) of this Section 22 for television motion pictures having a running time of one (1) hour or less duration or for covered new media programs that are less than sixty-six (66) minutes in length, and shall be subject to the \$232,000 ceiling referred to in the ~~Producer - Screen Actors Guild~~SAG-AFTRA Codified Basic Agreement for television motion pictures having a running time in excess of one (1) hour, including shorter programs combined into a single feature-type picture, or for covered new media programs sixty-six (66) minutes or more in length.”

- h. *Modify Section 22(k) of the 2011 SAG Television Agreement as follows:*

“(k) Cessation of Contributions

“No contributions to the SAG Pension and Health Plans or to the AFTRA Health and Retirement Funds shall be required to be made with respect to any compensation, including rerun fees, foreign telecast fees and additional compensation for theatrical exhibition, Supplemental Market, ~~and basic cable~~ and new media use, which become due and payable after the decease of the performer.

13. Policy of Non-Discrimination and Diversity

- a. *Modify Section 26.A.(5)(b) of the General Provisions of the 2011 SAG Codified Basic Agreement as follows:*

“When the stunt performer doubles for a role which is identifiable as female and/or Black/African American, Latino/Hispanic, Asian/Pacific Islander, Native American . . .”

- b. Amend Exhibit B (Casting Data Report) and Exhibit B-1 (Casting Data Report for Stunt Performers) as follows:

- i. Add field for “Email Address” after “Telephone Number.”
- ii. Remove “Part I” (redundant section);

- iii. Change existing listings of "Categories" in "Part II" as follows: (a) Asian/Pacific Islander; (b) Black/African American; (c) Caucasian; (d) Latino/Hispanic; (e) Native N: American-Indian; (f) Unknown/Other.

14. **The CW Supplement**

a. **Advance Payment of Residuals for The CW Supplement**

Producers agree that for contracts entered into on or after July 1, 2015 for employment on programs made for The CW, Section 18(d) of the 2014 SAG-AFTRA Television Agreement shall apply.

b. **Meal Periods for Series Regulars Under The CW Supplement**

Series regulars employed on programs made for The CW shall be subject to the meal period provisions of the 2014 SAG-AFTRA Television Agreement effective on the date that is thirty (30) days after the date on which the AMPTP receives notice of ratification.

c. **Background Actors Under The CW Supplement**

- i. The minimum salary rates for background actors under The CW Supplement shall be the minimum rates for the period July 1, 2013 through June 30, 2014 in the 2011 The CW Supplement (\$118.00), increased by 5% effective on the date that is thirty (30) days after the date on which the AMPTP receives notice of ratification; by an additional 5% effective July 1, 2015; and by an additional 5% effective July 1, 2016. These increases shall be compounded.
- ii. Meal periods for background actors shall be pursuant to the 2014 SAG-AFTRA Television Agreement effective on the date that is thirty (30) days after the date on which the AMPTP receives notice of ratification.

15. **Advance Payment of Residuals for Basic Cable**

Amend the third paragraph of Section 3 of the 2011 SAG Basic Cable (Live Action) Agreement, which Agreement shall be incorporated as a new Section in the 2014 SAG-AFTRA Television Agreement, as follows:

"As to employment agreements covering all performers other than day performers, the performer may agree to an advance payment for reruns on basic cable provided the advance payment is separately listed and is paid in addition to the salary, which is separately and specifically set forth as salary (not including advances) in the performer's contract and, provided further, that the salary at which advance payments which are additional for such reruns is permitted shall be no less than two hundred percent (200%) of the applicable minimum salary. Producer may not make any advance payment to a day performer for reruns on basic cable."

16. **Arbitrators**

- a. Remove the following arbitrators from the current arbitration panels as follows:

Los Angeles

Sara Adler
~~Howard Block~~
Norman Brand
Douglas Collins
~~Wayne Estes~~
Joseph Gentile
Fred Horowitz
Stuart Mandel
Michael Rappaport
~~Tom Roberts~~
~~Myron Slobodien~~

New York

~~Maurice Benewitz~~
Ralph S. Berger
Noel Berman
Andrea Christensen
George Nicolau
Joan Parker
~~Lois A. Rappaport~~
Janet Maleson Spencer
Carol Wittenberg

- b. The parties agree to add Joel Grossman and Mark Burstein to the Los Angeles Arbitration Panel effective July 1, 2014.

17. **SAG-AFTRA Discussion Items Nos. 2 through 11** - Producers agree to meet with the Union on these discussion items during the first year of the term of this Agreement, with due regard to Producers' bargaining schedule.

18. **Live Linear Streaming**

Address the subject of live linear streaming or other transmission of television motion pictures by memorializing in the Agreements the current practice of treating the streaming or other transmission of free television, basic cable and/or pay television programs simultaneous with their exhibition on television as part of the television exhibition right, requiring no additional payment or other obligation. That is, each television exhibition includes the right to simultaneously stream or otherwise transmit the motion picture. The foregoing applies to simultaneous streaming, cellular transmission and any other means of transmission that currently exists or may hereafter be developed.

19. **License of Free Television, Pay Television or Basic Cable Motion Pictures to Secondary Digital Channels**

Add a new Sideletter to the SAG Television Agreement which modifies Sections 18(b) and 78(d)(1) to provide the following:

“During the 2014 negotiations, the parties discussed the residual formula for exhibition of television motion pictures on certain secondary digital channels.

“The parties agreed that instead of a fixed residual formula, Producer shall pay to the Union for rateable distribution to the performers a percentage residual formula of six percent (6%) of Distributor’s gross receipts (as defined in Section 5.2 E. of the SAG-AFTRA Codified Basic Agreement of 2014) for any license to a secondary digital channel of any free television, pay television or basic cable program as to which a fixed residual would otherwise be payable that (i) has been out of production for at least three years and (ii) has not been exhibited under a fixed residual formula in syndication (except in the non-lead market) or pay television for at least three years in the case of a free television or pay television program or has not been exhibited under a fixed residual formula in syndication (except in the non-lead market), pay television or basic cable for at least three years in the case of a basic cable program. However, for any free television series consisting of sixty-eight (68) or fewer episodes or any basic cable or pay television series consisting of forty (40) or fewer episodes, the series need only have been out of production for at least two years and not been exhibited under a fixed residual formula on basic cable, pay or free television (except syndication in the non-lead market) for at least one year.

“When the ‘Distributor’s gross receipts’ derived from such license(s) are received from a related or affiliated entity that acts as the exhibitor of the program, then the ‘Distributor’s gross receipts’ received by the Producer from the licensing of such rights shall be measured by the exhibitor’s payments to unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions for comparable programs or series, or, if none, comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series.

“Notwithstanding the foregoing, the minimum payment pursuant to this provision for any program licensed to a related or affiliated entity shall be an aggregate amount for all performers of \$150.00 for a 30-minute program, \$300.00 for a 60-minute program, \$450.00 for a 90-minute program, and \$600.00 for a 120-minute program.

“The payment required hereunder includes pension and health contributions to the SAG Plans (hereinafter referred to as “pension and health contributions”) or health and retirement contributions to the AFTRA Funds (hereinafter referred to as “health and retirement contributions”), as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; pension and health or health and retirement contributions shall be paid in addition to the payment required hereunder for motion

pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.

“The ‘pro rata’ share payable to each performer shall be calculated using the 3-2-1 formula provided in Section 18.2 of the Television Agreement for a free television or a basic cable series, or using the time and salary units formula provided in Section 20 or 20.1 of the Television Agreement for all other free television or basic cable programs. The ‘pro rata’ share payable to each performer on a pay television motion picture shall be calculated using the time and salary units formula provided in Section 78(e) of the Television Agreement.

“The foregoing applies to free television, pay television or basic cable motion pictures as to which a free television residual would otherwise be payable, whether produced under an agreement with SAG-AFTRA negotiated after June 30, 2014 or under any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.”

[SIGNATURE BLOCKS OMITTED]

Make conforming changes.

20. **License of Dramatic Programs Made for Basic Cable to a Different Basic Cable Service**

Add the following provision to the new Section concerning dramatic programs made for basic cable in the 2014 SAG-AFTRA Television Agreement:

“A percentage residual formula of six percent (6%) of distributor’s gross receipts (as defined in Section 5.2 E. of the SAG-AFTRA Codified Basic Agreement of 2014) shall be paid for any license of a dramatic program or series made for basic cable, for which a fixed residual is otherwise payable, to a basic cable service that is not the service to which the program or series was originally licensed, provided the program or series (i) has not been in production for at least two years and (ii) has not been exhibited under a fixed residual formula on basic cable or free television (except syndication in the non-lead market) for at least eighteen (18) months.

“When the ‘Distributor’s gross receipts’ derived from such license(s) are received from a related or affiliated entity that acts as the exhibitor of the program, then the ‘Distributor’s gross receipts’ received by the Producer from the licensing of such rights shall be measured by the exhibitor’s payments to unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series, or, if none, then the amounts received by the Producer from unrelated and unaffiliated exhibitors in arms’ length transactions for comparable programs or series, or, if none, comparable exhibitor’s payments to comparable unrelated and unaffiliated entities in arms’ length transactions for comparable programs or series.

“Notwithstanding the foregoing, the minimum payment pursuant to this provision for any program licensed to a related or affiliated entity shall be an aggregate amount for all

performers of \$300.00 for a 30-minute program, \$600.00 for a 60-minute program, \$900.00 for a 90-minute program, and \$1,200.00 for a 120-minute program.

“The payment required hereunder includes pension and health or health and retirement contributions, as applicable, for motion pictures, the principal photography of which commenced before July 1, 1998; pension and health or health and retirement contributions shall be paid in addition to the payment required hereunder for motion pictures, the principal photography of which commenced on or after July 1, 1998. No IACF or AICF contributions shall be due in connection with such payments.

“The ‘pro rata’ share payable to each performer on a basic cable series shall be calculated using the 3-2-1 formula provided in Section 18.2 of this Agreement, and the ‘pro rata’ share payable to each performer on all other basic cable programs shall be calculated using the time and salary units formula provided in Section 20 or 20.1 of this Agreement.

“The foregoing applies to basic cable programs as to which fixed residuals would otherwise be payable, whether produced under an agreement with SAG-AFTRA negotiated after June 30, 2014 or under any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.”

Make conforming changes.

21. **Syndication Licenses for Canada Only**

Add a new subparagraph “e” to Section 18(b)(2) of the 2011 SAG Television Agreement (and reletter the current “e” to “f”), which shall also apply to programs made for basic cable and programs made under The CW Supplement, to provide as follows:

“If Producer licenses a television motion picture (including a program or series made for basic cable or a program or series made for The CW, but excluding any other program or series made for syndication) for exhibition in syndication only in Canada, and residuals would otherwise be payable for that exhibition, it shall have the option to pay to the Union, for rateable distribution to the performers, twelve percent (12%) of distributor’s gross receipts (as defined in Section 5.2 E. of the SAG-AFTRA Codified Basic Agreement of 2014) derived therefrom, in lieu of any other compensation required under this Agreement or any prior Agreement, as applicable, and such exhibition shall not count as a ‘run’ for purposes of calculating residuals. The foregoing applies to television motion pictures as to which free television residuals would otherwise be payable, whether produced under an agreement with SAG-AFTRA negotiated after June 30, 2014 or under any agreement with SAG, AFTRA or SAG-AFTRA negotiated prior to June 30, 2014.”

22. **No Fee for Reuse in a Recap of the Story to a Series Contract Performer**

Modify the third and fourth paragraphs of Section 36(a) of the SAG Television Agreement as follows:

“The provisions of this subsection (a) shall not limit Producer’s right to use photography or sound track in exploiting the picture, or in trailers, promotional films thirty (30) minutes (or less) in length for television motion pictures, or in advertising, as provided in the ~~Producer SAG-AFTRA~~Screen Actors Guild Codified Basic Agreement; however, all such uses containing such photography or sound track of the performer shall be subject to the same footage limitations as applied to trailers contained in Section 35 above. Trailers are also subject to Section 35 above. In addition, Producer shall have the right to use photography or sound track for the purpose of recapping the story to date without payment to a series contract performer appearing or heard in such photography or sound track who would otherwise be entitled to negotiate or to payment under the provisions of this Section 36 (except that the series contract performer shall be added to the final cast list for that episode with a residual base of the day performer rate), or upon payment of the day performer rate to each performer (other than a series contract performer) appearing or heard in such photography or sound track who would otherwise be entitled to negotiate or to payment under the provisions of this Section 36, provided that the photography or sound track is used in the same season in which the series contract performer or other performer is employed or in the season immediately following the season in which the series contract performer or other performer was employed and, provided further, that the recap shall not exceed ninety (90) seconds in length when used in a program less than up to and including sixty (60) minutes in length, or exceed three (3) minutes in length when used in a program in excess of sixty (60) minutes or more in total length. Otherwise, the provisions of this Section 36(a) shall apply.

“Whenever photography or sound track is so used in a recap, the Producer shall make any required payment for the use within sixty (60) business days from the exhibition of the permitted use. In the event the Producer fails to issue payment to the performer within that period, the Producer shall pay a late payment charge equal to the day performer minimum, in addition to the payment due for the reuse, in lieu of the amount prescribed above.”

Make conforming changes.

23. **Theatrical Exhibition of Television Motion Pictures Without Admission Fee**

Add a new subparagraph (k) to Section 19 of the SAG Television Agreement (and reletter the current subparagraph (k) as subparagraph (l)) to provide as follows:

“(k) When a pilot or an episode of a series which has not ended its initial run is exhibited theatrically for promotional purposes, no admission fee is charged and no remuneration is received by the Producer or the Producer’s licensee in consideration for the use of the motion picture, no payment shall be due hereunder. SAG-AFTRA agrees

to give good faith consideration to any request for a waiver of the payment due under this Section 19 in any other circumstance when no monies are paid to the Producer or the Producer's licensee in consideration for the use of the motion picture.

“(1) When a television motion picture is exhibited at a film festival or a charitable event and an admission fee is charged, but no monies are paid to the Producer or the Producer's licensee in consideration for the use of the motion picture film, no payment shall be due hereunder.”

24. **Rehearsal Period in Television**

Modify Schedule A, Section 21.E. of the 2011 SAG Codified Basic Agreement to provide as follows:

“E. Rehearsal shall not start the consecutive days of employment for a day performer (other than on a one-half hour multi-camera series) engaged for a long-form television motion picture or a theatrical motion picture, subject to the following:

“(1) the performer must be paid for rehearsal at the same rate as for photography;

“(2) the performer must be generally available for rehearsal, as distinguished from professionally available;

“(3) the performer must be given a firm start date; and

“(4) consecutive employment applies during the rehearsal period.”

Make conforming changes to Schedule B, Section 25.D.; Schedule C, Section 24.D. and Schedule E, Section 24.D.

25. **Workweek Shift**

- a. *Modify the Schedules of the 2011 SAG Codified Basic Agreement (see Schedule A, the second through fourth paragraphs of Section 23; Schedule B, Section 9.E.; Schedule C, Section 9.E.; Schedule E, Section 8.E.; Schedule F, Sections 3.D., 5.D. and 6.D.; Schedule K, Part I, Section 18.F.; Schedule K, Part II, Section 8.E.; Schedule X, Part I, Section 21(a)(iii) and Schedule X, Part II, the third through fifth paragraphs of Section 22.A), to provide:*

“Performers shall be advised of any shift in the workweek prior to the commencement of that workweek. In the event that the performer would receive fewer than two (2) consecutive days off in the workweek as a result of the shift change, the following alternative shall be available: Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week), the

Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

~~"If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek."~~

~~"The performer shall be advised of any shift in the workweek prior to the commencement of that workweek."~~

"The parties confirm that the foregoing 'shift in workweek' provision applies to a 'round trip' switch so that the Producer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (e.g., a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring any additional costs)."

"Except as provided above, the Producer shall pay the appropriate premium for the sixth and/or seventh day worked in the workweek."

"Notwithstanding the foregoing, in the case of a workweek shift for a weekly performer that results in a partial workweek either before or after one (1) full week of employment, the Producer may prorate the days worked for weekly performers as provided above."

b. *Modify Section 29(d) of the SAG Television Agreement to provide:*

"Performers shall be advised of any shift in the workweek prior to the commencement of that workweek. In the event that the performer would receive fewer than two (2) consecutive days off in the workweek as a result of the shift change, the following alternative shall be available: Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off."

"The parties confirm that the foregoing 'shift in workweek' provision applies to a 'round trip' switch so that the Producer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (e.g., a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring any additional costs)."

“Except as provided above, the Producer shall pay the appropriate premium for the sixth and/or seventh day worked in the workweek.

~~“If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.
The performer shall be advised of any shift in the workweek prior to the commencement of that workweek.”~~

“Notwithstanding the foregoing, in the case of a workweek shift for a weekly performer that results in a partial workweek either before or after one (1) full week of employment, the Producer may prorate the days worked for weekly performers as provided above.”

26. **Temporary Upgrades of Background Actors**

Modify Section 26.B. of Schedule A of the 2011 SAG Codified Basic Agreement to provide:

“B. A background actor hired as such may speak non-script lines, in which case the background actor shall be signed off as a background actor and employed as a day performer. The performer so adjusted may be closed and signed off as a day performer and be re-employed in the same photoplay to perform background actor work, but not in the same part for which he was adjusted. If such a person is again adjusted to perform day performer services in a different part in the same photo play, he shall not be entitled to continuous or consecutive days of employment between the time when he is first signed off as a day performer and the time when he is again adjusted. If a background actor has been adjusted to perform day performer services and thereafter resumes background actor work in the same part in the same photoplay, the performer shall be entitled to receive the day performer rate for such services in that part; however, the performer shall not be entitled to continuous or consecutive days of employment between the time he was adjusted and the time he returns to perform background actor work in the same part. If a background actor has been adjusted to perform day performer work, the Producer may retake the scene with a different day performer, without any penalty for failure to recall such background actor. A background actor adjusted for non-script lines shall not be entitled to day performer pay for any day or days before he was adjusted.”

Make conforming changes.

27. **Speaking in Unison**

Add as a sideletter to Schedule X, Parts I and II the September 9, 1969 Agreed Interpretation Letter establishing when groups of background actors may speak dialogue in unison without requiring an upgrade.

28. **New York Studio Zone**

Modify the New York studio zone provisions as follows:

- a. *Modify Schedule A, Section 32.F.(2) of the 2011 SAG Codified Basic Agreement (and make conforming changes, including to Schedule B, Section 44.B.(2); Schedule C, Section 41.B.(2); Schedule E, Section 32.B.(2); Schedule K, Part I, Section 22.E.(2) and Schedule K, Part II, Section 27.B.(2)) as follows:*

“(2) The New York "studio zone" shall encompass any location within a thirty (30) ~~twenty-five (25)~~ mile radius of Columbus Circle other than Sandy Hook, New Jersey. A performer may be asked to report only to a studio or location anywhere within the eight (8) mile New York Zone, *i.e.*, all territory within a radius of eight (8) miles from Columbus Circle; outside of such eight (8) mile zone, performers must be provided courtesy transportation (when convenient public transportation is not readily available) to and from a pick-up spot in Manhattan between South Ferry and 125th Street. The performer's work time shall begin at first call time at the set and end at dismissal at the set.

“Any performer who is requested to report within the thirty (30) ~~twenty-five (25)~~ mile zone, but outside the eight (8) mile zone, and who is required to work at night and is not dismissed by 9:30 p.m. will be provided courtesy transportation by the Producer to Grand Central Station, Penn Station or Port Authority, unless the place of dismissal is within a zone bordered by 34th Street on the south, 57th Street on the north, and 3rd Avenue and 8th Avenue on the east and west, respectively.

“Unless renewed by the parties, this provision shall automatically terminate upon expiration of the ~~2011~~ SAG-AFTRA Codified Basic Agreement of 2014.”

- b. *Modify Schedule A, Section 22.C. of the 2011 SAG Codified Basic Agreement (and make conforming changes to Schedule B, Section 26; Schedule E, Section 25; Schedule K, Part I, Section 17.C. and Schedule K, Part II, Section 19) as follows:*

“C. Dismissal - New York City. Any performer required to work at night who is requested to report within the thirty (30) ~~twenty-five (25)~~ mile New York studio zone described in Section 32.F.(2) of this Schedule, but outside the eight (8) mile zone described therein, and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, unless such place of dismissal is within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eighth Avenues on the east and west, respectively.”

Make conforming changes.

29. **Direct Deposit of Residual Payments** – The Union agrees to discuss with Producers the direct deposit of residual payments during the term of the Agreement(s).

30. **New York City Earned Sick Time Act and Other Similar Laws**

a. *Add a new Section to the Producer – SAG-AFTRA Codified Basic Agreement of 2014 and the 2014 SAG-AFTRA Television Agreement to provide as follows:*

“Waiver of New York City Earned Sick Time Act and Other Similar Laws

“The Union expressly waives, to the full extent permitted by law, the application of the New York City Earned Sick Time Act of 2013, the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W), the Newark Sick Leave for Private Employees Ordinance (City Ordinance 13-2010), and the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698), to all performers employed under this Agreement.”

b. *Make conforming changes, including by substituting “background actors” for “performers” in Schedule X, Parts I and II, of the SAG-AFTRA Codified Basic Agreement of 2014.*

31. **Payment of Residuals Owed on Behalf of Deceased Members** – The Union agrees to discuss with Producers the payment of residuals owed on behalf of deceased members during the term of the Agreement(s).

32. **Renewal of Expiring Clauses**

a. Renew the following provisions from the 2011 SAG Codified Basic Agreement:

- i. Schedule A, Section 32.F.(2) (Travel Time – Rules and Definitions, Studio Zone (New York)), except as otherwise modified above
- ii. Schedule B, Section 44.B.(2) (Travel Time, Studio Zone (New York)), except as otherwise modified above
- iii. Schedule C, Section 41.B.(2) (Travel Time, Studio Zone (New York)), except as otherwise modified above
- iv. Schedule E, Section 32.B.(2) (Travel Time, Studio Zone (New York)), except as otherwise modified above
- v. Schedule K, Part I, Section 22.E.(2) (Travel Time – Rules and Definitions, Studio Zone (New York)), except as otherwise modified above
- vi. Schedule K, Part II, Section 27.B.(2) (Travel Time, Studio Zone (New York)), except as otherwise modified above

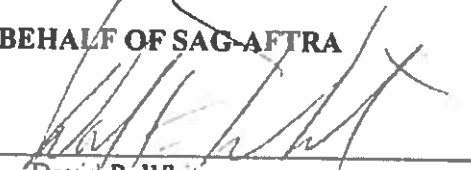
- vii. *Sideletter Re Exhibition of Motion Pictures Transmitted Via New Media, except as otherwise modified above*
 - viii. *Sideletter Re Programs Made For New Media, except as otherwise modified above*
- b. Renew the following provisions from the 2011 SAG Television Agreement:
- i. Section 19(c)(5) (Additional Compensation For Theatrical Rights - Special Residual Provisions for Long-Form Television Motion Pictures)
 - ii. Sideletter B (Sideletter re Waiver re Domestic Free Television Residuals for One-Hour Dramatic Series)
 - iii. Sideletter B-1 (Sideletter re Waiver re Domestic Free Television Residuals for Long-Form Television Motion Pictures)
 - iv. Sideletter B-2 (Sideletter to Section 18(b)(2)c) - Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households)
 - v. *Sideletter Re Exhibition of Motion Pictures Transmitted Via New Media, except as otherwise modified above*
 - vi. *Sideletter Re Programs Made For New Media, except as otherwise modified above*
- c. All other sideletters remain unchanged except as otherwise provided herein.

ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER UNIT LISTED ON ATTACHMENT A HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

By: 
 Carol A. Lombardini

Date: January 4, 2016

ON BEHALF OF SAG-AFTRA

By: 
 David P. White

Date: 12/20/2015

ATTACHMENT A

**PRODUCER – SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2014 AND
SAG-AFTRA TELEVISION AGREEMENT OF 2014
AUTHORIZATION LIST**

100 Ft Journey Productions, LLC
1555 Filmworks Inc.
2006 Film Services, LLC
300 Pictures, Inc.
533 Kids Productions, LLC

ABC Signature Studios, Inc.
Abominable Pictures, Inc.
Acacia Productions, Inc.
ACOD Inc.
Acts of Witness Pictures, LLC
Adobe Pictures, Inc.
Agora Productions, Inc.
Albermarle Productions, Inc.
Alive and Kicking, Inc.
Alleged Industries, Inc.
Allenford Productions, Inc.
Alpine Productions, Inc.
American Summer Productions, Inc.
Anger Productions, Inc.
Another Film Fund LLC
Appleton Productions, Inc.
Arlington Productions, Inc.
Asgard Productions II LLC
Ashland Productions, Inc.
Aspect Ratio, Inc.
Assembled Productions II, LLC
Atom Productions, Inc.
Avery Pix, Inc.

Baby Steps Entertainment, Inc.
Back Breaker Films, Inc.
Bad Wolf Productions, LLC
Battle Investments, Inc.
Beard Collins Shores Productions, LLC
Belleville Productions, Inc.
Big Beach, LLC
Big Boss Creative, Inc.
Big Minyan Films LLC
Blanc-Biehn Productions
Blaze Films, Inc.
Bleecker Production Services, Ltd.

Blithe Hollow, LLC
Bonanza Productions Inc.
Book of Esther, LLC
Boss Productions, Inc.
BOT Productions, Inc.
Breakup Productions, Inc.
Bridge and Tunnel Film, LLC
Bro-Boyz Productions, Inc.
Bromley Productions LLC
Buck McDonald Productions, LLC
Buckeye Pictures, LLC
Bumper Car Films LLC

C4 Productions, Inc.
Canada Premiere Pictures Inc.
Canterbury Productions, Inc.
Carrie Bantin
Cartoon Network Studios, Inc.
Cary Anderson Productions LLC
Castle Rock Pictures, Inc.
Catalina Films, Inc.
Cavemen, LLC
CBS Films Inc.
CBS Studios Inc.
CD2 Pictures Inc.
Chained Productions, LLC
Charlestown Productions LLC
Chime Productions, LLC
Cigarette Soup LLC
Circeo Films LLC
Classic Films Inc.
Clowntinum Productions LLC
Columbia Hybrid Productions, Inc.
Columbia Pictures Industries, Inc.
The Company Productions, LLC
Computer Chess LLC
Comstock Movie Studios LLC
Constant Alchemy Productions, Inc.
Cordova Training Company
Corporate Management Solutions, Inc.
Corsica Productions, Inc.
Cosmic Light Productions, LLC

Cotton Film LLC
 CPT Holdings, Inc.
 Crown City Pictures Inc.

 Daniel & The Lions Den LLC
 Darguad Media Corp.
 Dark Country Productions, Inc.
 Dead Duck Productions, LLC
 Dean River Productions, Inc.
 Deeds Productions, Inc.
 dick clark film group, inc.
 dick clark productions, inc.
 Dirty Poet Films, LLC
 DLP Media LLC
 Dogwood Pictures
 Doll & Em Productions LLC
 DreamWorks II Production Co., LLC
 DreamWorks Animation LLC
 Dude Productions, Corp.
 Dutch Boy Productions, LLC
 DVG Productions, LLC
 DW Dramatic Television L.L.C.
 DW SKG TV L.L.C.
 DW Studios Productions L.L.C.

 Earlham Productions, Inc.
 Eat Pray Love Productions, Inc.
 Ecosse Films Limited
 Edell Film Fund 1, LLC
 ELP Communications
 Emerald City Pictures, LLC
 Emergency Films, LLC
 Endemol Studios
 E.O.B. Productions, Inc.
 Eye Productions Inc.

 Factual Productions, Inc.
 Faith Street Film Partners, LLC
 Famous Players, Inc.
 Featured Artists Productions, Inc.
 Fifth Estate Productions, LLC
 Film 49 Productions, Inc.
 Film McQueen LLC
 Film One, LLC
 Finding Normal, LLC
 First Pick Productions, LLC
 Floresta Productions, Inc.
 Foodles Production (US) Inc.

 Fox Square Productions, Inc.
 FRB Productions, Inc.
 Frog Pond Movie, LLC
 Frontier Productions LLC
 FTP Productions, LLC
 Full Circle Show, LLC

 Galaxy Three Productions, Inc.
 Garden Films, Inc.
 GGX Productions, Inc.
 Glenhill Productions, Inc.
 GOE Productions, LLC
 Good Luck Productions, LLC
 Goosebumps Productions, LLC
 Gotta Dance, Inc.
 Gotta Step Productions, Inc.
 Gradual Elevate Media, Inc.
 Gramercy Productions LLC
 Grand Slam Productions, Inc.
 Grucitta Productions, LLC
 GT Films Inc.
 GVB, LLC
 GWave Productions, LLC

 H2 Films LLC
 Hard Breaker Productions, Inc.
 Harlan Films LLC
 Harmony Gold, USA Inc.
 Harrington Productions Ltd., LLC
 Hazardous Productions, LLC
 Hearthlight Pictures, Inc.
 Hemisphere Entertainment, Inc.
 HHG Productions, LLC dba
 Bonefide Productions
 High Wide and Handsome, Inc.
 Hillard Productions, Inc.
 Hithertofore Films, Inc.
 Hollyvista Productions, Inc.
 Horizon Scripted Television Inc.
 Hostage Productions, Inc.
 How Do You Know Productions, Inc.
 Hudson Productions, Inc.

 I.B.C.C. Films, Inc.
 Icontent Inc.
 I Like Pie, Inc.
 Infinity Productions LLC
 Informant Productions LLC

Interpol Pictures, LLC
 Isotropic Films LLC
 IV3D Productions, Corp.

 Jack & Jill Productions, Inc.
 Jeanne Starr Enterprises, Inc.
 Jessabelle Productions, Inc.
 Josh Hetzler Productions, Inc.
 Julia Movie Production, LLC
 Julius Galacki dba Burning Ball
 of Ice Productions
 Jump 21 Productions, Inc.
 Jump Films, LLC
 Just Rewards Productions, Inc.

 Katy Mac Session Productions
 Kelley Productions, Inc.
 dba David E. Kelley Productions
 Kerner Films, LLC
 Kiki Tree Pictures Inc.
 K-Kid Productions, Inc.
 Killer Films, Inc.

 Lady Prison Productions, Inc.
 Lafitte Productions, Inc.
 Lake Hartwell Productions, inc.
 Lakefront Productions, Inc.
 Lakeshore Entertainment Group LLC
 Lakeshore Entertainment, LLC
 La Mesa Productions, Inc.
 Larry George Pictures LLP
 Last Productions, Inc.
 Laura Durkay Productions
 LDL, Inc.
 Legendary Pictures Productions, LLC
 Lennox House Pictures Inc.
 Leverage Productions, Inc.
 Lexmond Inc.
 Liberty Pictures, Inc.
 Lily Dog Productions, LLC
 Lonely Boy Production, Inc.
 Lost Lambs Productions, Inc.
 Louisiana Premiere Productions, LLC
 Love Lessons Productions, Inc.

 Madison Productions, Inc.
 Mardi Gras Louisiana, LLC
 Marvel Eastern Productions LLC

 McFarlane Productions, Inc.
 MCM Productions, Inc.
 Measure, the Film LLC
 Memory Productions LLC
 Mesquite Productions, Inc.
 Metch-Kangmi Pictures, Inc.
 Metro-Goldwyn-Mayer Pictures Inc.
 MFV Productions, Inc.
 MGM Television Entertainment Inc.
 Midnight Special Pictures, LLC
 Midnight Special Productions Inc.
 Miles Deep Productions, Inc.
 Monarch Consulting dba PAEINC
 Monica Joy Zaffarano Inc.
 Monogram Pictures, LLC
 Monster House, Inc.
 Montrose Productions, Inc.
 Moonlight Productions Inc.
 Mountainair Films Inc.
 Music City Productions, Inc.
 Mustard Productions, Inc.
 Mutiny Pictures, Inc.

 Navy Street Productions, LLC
 Needlestick LLC
 Nerd Monster, LLC
 Net 2.0 Productions, Inc.
 New Horizons Picture Corp.
 New Line Productions, Inc.
 New Regency Productions, Inc.
 New York Challenge Productions, Inc.
 Nferno Productions, LLC
 NFS Productions, LLC
 Ninja Production Services, LLC
 Ninjutsu Pictures, Inc.
 Northern Entertainment Productions LLC
 Not Specific Productions, Inc.
 NS Pictures, Inc.
 Nurse Productions, Inc.

 October Holdings, Inc.
 On the Brink Productions, Inc.
 Open 4 Business LLC
 Oren Jacoby Productions Inc. d/b/a
 Storyville Films
 Origin:L LLC

Pacific 2.1 Entertainment Group, Inc.
Panther Film Productions US, Inc.
Paramount Pictures Corporation
Parkville Movie, Inc.
Passenger, LLC
Perdido Productions, Inc.
Pet II Productions Inc.
Phantom Media, Inc.
Pixar Talking Pictures
Planet B-Boy Productions, Inc.
Plaza Productions, Inc.
Pool Mate Pictures, LLC
Post-Industrial Pictures, LLC
Prairie View Pictures, Inc.
Pressing Pictures, LLC
Pretend Wife Productions, Inc.
Private Number, LLC
Produced Bayou, Inc.
Prom Productions, Inc.
Ptown Productions LLC
Pym Particles Productions, LLC

Quick Productions, Inc.

R2 Productions, Limited
Rain Forest Productions, LLC
Random Pictures Inc.
Readcrest Productions, Inc.
Recifilms
Redbud Pictures, LLC
Red Compass Media Inc.
Redemption Pictures, Inc.
RedField Thomas IV
RedLove Film LLC
Red Zone Pictures, Inc.
Remote Broadcasting, Inc.
Reservation Road LLC
Restless Productions, Inc.
Restoration Films, LLC
Retro, Inc.
Retromedia Entertainment, Inc.
Return to Sender, LLC
Revolver Pictures, LLC
Riot of Colour, Inc.
Riverboat Productions, LLC
Riverside Actors Holdings, Inc.
Rocking Frog Productions, LLC
Rose City Pictures, Inc.

Rosecrans Productions, Inc.
Rosey Film Productions LLC
Rozar Pictures, LLC

S&K Pictures, Inc.
Saint Productions, Inc.
Salty Pictures, Inc.
Sample Size, Inc.
San Vicente Productions, Inc.
SC2 Prods, LLC
Scope Productions, LLC
Scrambled Entertainment, Inc.
Screen Gems Productions, Inc.
SDI Productions, Inc.
Seneca Productions, Inc.
Seven Pounds Productions, Inc.
Shalonda Shaw
Shedding Productions, LLC
Sherri Show, Inc. (The)
Shouldn't Throw Stones, Inc.
Sleeper Productions Limited
SLO Productions Inc.
SMC Productions, Inc.
Smiley Face Productions LLC
Smoked Gouda, LLC
Smuffking Productions
Snake and Mongoose Productions, LLC
Sneak Preview Productions, Inc.
Somma Productions, Inc.
Sony Pictures Animation, Inc.
Sony Pictures Television, Inc.
Southward Films, LLC
Spot Up Shooter Productions, LLC
Sprodco, Inc.
Squirrels to the Nuts, Inc.
SSI Productions, Inc.
St. Giles LLC
Stage 6 Films, Inc.
Stage 16 Pictures, LLC
Stalwart Films, LLC
StarTroop Pictures, Inc.
Stewie Productions, Inc.
Stilking Films, SPOL S.R.O.
Stol'n Heart Productions d/b/a
Craig Young
Straw Dogs Louisiana, Inc.
Stu Segall Productions, Inc.
SU5 Productions, Inc.

Subconscious Productions Inc.
Sub-Urban Productions, Inc.
Sunday Show Pictures, Inc.
Sunny Television Productions Inc.
Sunrise Motion Pictures Inc.
Sydney Productions, Inc.
Synthetic Filmwerx, LLC
Synthetic Production, LLC

Take Root Productions, Inc.
Talent Court Productions Inc.
Talent Solutions, Inc.
TAO of Surfing, LLC
TCT Productions, Inc.
TeleStranger Productions, Inc.
Thai Sniper, Inc.
Thai Vampire, Inc.
The Butler Did It Productions LLC
The FKPS Company
The SKPS Company
Theoretical Pictures, Inc.
Things You Shouldn't Say, LLC
Third Act Pictures Inc.
Tibernia Productions, Inc.
Tim and Eric, Inc. dba Absolutely
Productions
Tiny Tot Productions, Inc.
TJ Productions LLC
Toluca Holdings, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
dba ABC Studios
Towerlight Films LLC
Triage Entertainment, LLC
TriStar Productions, Inc.
TriStar Television, Inc.
TRW Productions, LLC
Turner Films, Inc.
Tuxedo Terrace Films LLC
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
TWMS, LLC
Two Strings, LLC

UFO Pictures LLC
Ultra-Vi Productions, Inc.
Undiscovered North American Ape
Pictures, Inc.

Unforseen Productions, Inc.
United Performers' Studio Co.
Universal Animation Studios LLC
Universal City Studios LLC
Universal Network Television LLC
Universal Transmission Media Inc.
UPI Films LLC
Upside Down Productions Inc.
U.R.O.K. Productions, Inc.

Vampires-R-Us, Inc.
Vasanta Productions, Inc.
Vedaware, LLC d/b/a Lovemakers
Velvet Hell Productions, Inc.
Victory Angel Films, LLC
Vinyl Foote Productions LLC
Voxage, LLC

WAG Pictures Inc.
Walt Disney Pictures
Warner Bros. Animation Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Westendthemovie, LLC
West Lake Boulevard Productions LLC
Westholme Productions, Inc.
What Were We Thinking Films, Inc.
WHYoming Productions, Inc.
WigTVFilms, LLC
Williams Street Productions LLC
Woodridge Productions, Inc.
WTE Productions, Inc.

X-Mas Hollywood Films, Inc.

Yandr Productions, LLC

Zoya Shybkouskaya