

Sideletter No. 2

As of July 1, 2005;
Revised as of July 1, 2008

Carol A. Lombardini
Alliance of Motion Picture & Television Producers, Inc.
15301 Ventura Boulevard, Building E
Sherman Oaks, California 91403-5885

Dear Ms. Lombardini:

Reference is made to the Directors Guild of America, Inc. Freelance Live and Tape Television Agreement of 2008 (herein referred to as the "Agreement") which is being executed concurrently with this letter. Companies signatory to the Agreement which are also signatory to the National Commercial Agreement of 2005 ("NCA"), or any successor Agreement thereto, shall be bound by the NCA in connection with any commercials they produce. Companies signatory to the Agreement which are not also signatory to the NCA shall be bound by the Agreement and the following provisions in connection with any commercials they produce.

1. Directors of commercials shall be employed on a daily basis at no less than the following rates of compensation:
 - (a) \$1,351 per day during the period July 1, 2008 to and including June 30, 2009; \$1,398 per day during the period July 1, 2009 to and including June 30, 2010; and \$1,447 per day during the period July 1, 2010 to and including June 30, 2011.
 - (b) Any freelance Director employed to direct a commercial shall be entitled to a minimum of one day of preparation to be compensated at the above applicable daily rate; provided, however, that if the preparation, taping and editing of any such commercial, including all "wrap" time requiring the services of the Director, takes less than five (5) hours, no preparation payment shall be required. All preparation in excess of the minimum set forth above (including but not limited to rehearsals, location scouting and travel) shall be paid for at the above applicable daily rate. Compensation for editing shall likewise be paid at the above applicable daily rate.
2.
 - (a) Associate Directors and Stage Managers will be employed under the terms and conditions of the Agreement.
 - (b) An Associate Director/Stage Manager may be assigned to a single camera commercial with no control room and with five (5) or fewer persons in the cast and crew at not less than the daily or weekly rate for a combination Associate Director/Stage Manager.

- (c) The "less than five hours" clause contained in 1.(b) above shall likewise be applicable to the assignment of Associate Directors and Stage Managers.

3. Non-custom Commercials

- (a) If a Director is employed specifically and only to do non-custom commercials, one day of preparation time shall be provided regardless of the length of employment or number of days spent in recording; provided, however, that if the Director is called for a single day of employment and the time period between the start of camera rehearsal and the completion of the actual recording and editing of the commercial material is five (5) hours or less, then the preparation requirement may be included in the same day and only one (1) day of compensation shall be paid.
- (b) There shall be no limitation on the number of non-custom commercials the production of which a Director may direct in a day.
- (c) Except as provided in this Agreement, non-custom commercials may be made without limitation or restriction on the type, length or use thereof.

4. Custom Commercials

- (a) When the Director directs both the custom commercial and the entertainment part of the program on the same day, no additional compensation shall be paid for the commercial part over and above the compensation for the program.
- (b) In the event that a recording of a custom commercial directed by the Director of the program is used in connection with more than one series of television programs or more than one show in a series, or in connection with any program directed by another Director, such Director shall be entitled to receive compensation for directing said commercial at not less than the then current minimum compensation for directing commercials.

Sincerely,

Jay D. Roth
National Executive Director

Accepted:

Carol A. Lombardini