EXHIBIT "C-2"

DIRECTOR DEAL MEMORANDUM (TELEVISION)

This confirms our agreement to employ you to direct the project described as follows:

Name:	SSN#:
Loan-out:	FID #:
	Tel.#:
	□ per Film □ per Week □ per D
Additional Time: \$	□ per Week □ per Day
Start Date (on or about): Guaranteed Period:	□ Days □ Weeks
(optional) If this is the e	
(optional) If this is the e here: □ Yes	employee's first DGA-covered employment, che
(optional) If this is the enterment of	employee's first DGA-covered employment, che
(optional) If this is the endere: □ Yes JECT INFORMATION Project Title:	employee's first DGA-covered employment, che
(optional) If this is the endere: □ Yes JECT INFORMATION Project Title: Episode/Segment Title:	employee's first DGA-covered employment, che
(optional) If this is the endere: □ Yes JECT INFORMATION Project Title: Episode/Segment Title:	employee's first DGA-covered employment, che

Produced Primarily for: □ Network Prime Time				
□ Network Non-Prime Time □ Basic Cable □ Pay TV				
□ Non-Network Prime Time □ Non-Network Non-Prime Time				
□ Videodisc/Videocassette				
If this is a multi-camera prime time dramatic series, were any episodes				
produced prior to February 10, 2002? □ Yes □ No				
If this is a drawatic management mode mainsuity for basis ashle what is the				
If this is a dramatic program made primarily for basic cable, what is the budget?(U.S. dollars)				
oudget:(O.S. donais)				
If this is a project produced mainly for pay television, is the number of				
subscribers to the pay television service(s) to which the program is licensed				
at the time of the Director's employment 6,000,000 or less? □ Yes □ No				
If this is a project produced mainly for pay television, is the budget				
$5,000,000 \text{ or more?} \Box \text{ Yes} \Box \text{ No}$				
Charle if annicables II Cooped Huit Director II Cooped				
Check, if applicable: □ Second Unit Director □ Segment				
<u>Individual</u> having final cutting authority over the film				
is:				
Other Conditions (including credit above minimum):				
You hereby authorize your Employer,,				
to deduct from the salary payable to you the amount specified in the				
Directors Guild of America Basic Agreement as the employee's contribution				
to the Directors Guild of America – Producer Pension Plan. The Employer				
will pay the amount so deducted directly to the Pension Plan on your behalf				

THE UNDERSIGNED RESERVES THE RIGHT TO DISCHARGE THE EMPLOYEE AT ANY TIME SUBJECT ONLY TO THE OBLIGATION TO PAY THE BALANCE OF ANY COMPENSATION DUE, TO THE EXTENT REQUIRED BY THE DGA BASIC AGREEMENT, TO WHICH THIS EMPLOYMENT IS SUBJECT.

EXHIBIT "C-2"

Accepted and Agreed:	Signatory Co. (print):	
Employee:	By:	
Date:	Date:	