

**Exhibit “E”**

**MIDWEST SIDELETTER TO THE**  
**DIRECTORS GUILD OF AMERICA, INC.**  
**NATIONAL COMMERCIAL AGREEMENT OF 2011**

This Sideletter (herein called the “Midwest Sideletter”) is entered into between the Directors Guild of America, Inc. (herein called the “Guild”) and the Midwest Chapter of the Association of Independent Commercial Producers, Inc. (herein called the “AICP-MW”) on behalf of those AICP Midwest Chapter Members who have authorized the AICP-MW to be their representative for the purposes of collective bargaining and Midwest Producers who are not members of the AICP who independently agree to be bound by the terms of the National Commercial Agreement of 2011.

This Midwest Sideletter will supplement and be part of the Directors Guild of America, Inc. National Commercial Agreement of 2011 (herein called the “Agreement”). AICP Midwest Chapter Members shall also be covered by the terms and conditions of the AICP Sideletter to the National Commercial Agreement of 2011.

The terms of this Midwest Sideletter are exclusively for the benefit of, and are applicable to, only those commercials produced in the Midwest Area as defined below, Producers (herein call “Midwest Producers”) who now maintain or hereafter establish, and who continue to maintain for the term of the Agreement, their principal business office and base of operations in the Midwest Area. The Midwest Area is defined as the States of Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, central and eastern Texas and Wisconsin.

**1) Staffing**

In consideration of the historical hiring patterns in the Midwest, the Guild and AICP-MW agree the mandatory 2<sup>nd</sup> AD staffing provisions of the National Commercial Agreement Article 5-103 (A) shall not apply to commercials produced in the Midwest Area by Midwest Producers and shall be deemed replaced by the following provisions.

- A. The Second Assistant Director is the one who is assigned by the Producer as an assistant to the First Assistant Director in conducting the business of the set of the location site. As such, the Second Assistant Director shall perform such duties as may be reasonably required of him by the First Assistant Director, Director or the Producer.

- B. The duties of Assistant Directors are exclusive to them and may be performed only by a DGA-represented Employee employed in that category pursuant to the Guild Security provision of this Agreement and no one other than an Employee employed in a DGA category may assist the Assistant Director. However, this language shall not be construed as prohibiting the delegation by the Producer of routine ministerial functions to others.
- C. In consideration of the above, Producers agree to make a good faith effort to increase employment opportunities for Second Assistant Directors. A Producer will not unreasonably deny a First Assistant Director's request for a Second Assistant Director. Where the Producer employs a person who is a DGA 2<sup>nd</sup> AD to perform location scouting, such person shall be employed as a Second Assistant Director and all terms and conditions of the Agreement shall apply.

**2) First AD Preference of Employment-Low Budget Commercials**

The following terms shall apply to employment of 1<sup>st</sup> ADs on low budget commercials shot in the Midwest Area by Midwest Producers. All other provisions of the Agreement shall apply.

- A. A low budget commercial for purposes of this paragraph 2 is a commercial whose average shoot day costs do not exceed \$60,000 and whose total production costs do not exceed \$180,000. Such costs shall include the actual Director salary for the job.
- B. In the event the Producer is unable to find an available 1<sup>st</sup> AD who is qualified as defined in Article 6 of the Agreement and who resides within 75 miles of the low budget shoot location, the Producer may employ any individual who resides within said radius. Prior to the engagement of such an individual, the Producer shall provide the following information in writing to the Midwest Office of the Guild:
- a list of qualified 1<sup>st</sup> ADs the Producer contacted.
  - Verification of the production costs of the low budget commercial. Such verification shall be in the form of a third party confirmation of the production costs such as an agency approved budget top sheet or letter from a client.

- C. All salaries and terms and conditions of employment including the Guild Security provisions as set forth in the Agreement shall apply to the employment of any 1<sup>st</sup> AD employed under this paragraph 2.

**3) Applicable Term**

Except as otherwise provided in this Midwest Sideletter, all terms of the Directors Guild of America National Commercial Agreement of 2011 shall apply. The term of this Midwest Sideletter is December 1, 2011 to November 30, 2014.

Association of Independent Commercial Producers  
Midwest Chapter

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Directors Guild of America, Inc.

By: \_\_\_\_\_

Dated: \_\_\_\_\_