

July 13, 2020

**MEMORANDUM OF AGREEMENT FOR THE
2020 WGA THEATRICAL AND TELEVISION BASIC AGREEMENT**

This Memorandum of Agreement (“this Agreement”) is entered into between the Writers Guild of America, West, Inc. and the Writers Guild of America, East, Inc. (collectively “WGA” or “the Guild”), on the one hand, and the Alliance of Motion Picture and Television Producers, Inc. (“AMPTP”), on behalf of the Companies listed in the attached Exhibit “A,” and American Broadcasting Companies, Inc., an indirect wholly-owned subsidiary of ABC, Inc., CBS Broadcasting Inc., NBCUniversal Media, LLC and Universal Television LLC (“the Networks”), on the other hand.

The provisions of the 2017 WGA – AMPTP Theatrical and Television Basic Agreement (“the 2017 WGA – AMPTP MBA”) (including all sideletters), as amended by this Memorandum of Agreement and subject to conforming changes, and as such provisions may be amended pursuant to Article 62, “Contract Adjustment Committee” thereof, shall together constitute and be known as the “2020 Writers Guild of America – Alliance of Motion Picture and Television Producers Theatrical and Television Basic Agreement” or “the 2020 WGA – AMPTP MBA.” The provisions of the 2017 WGA – Network Theatrical and Television Basic Agreement (“the 2017 WGA – Network MBA”) (including all sideletters), as amended by this Memorandum of Agreement and subject to conforming changes, and as such provisions may be amended pursuant to Article 62, “Contract Adjustment Committee” thereof, shall together constitute and be known as the “2020 Writers Guild of America – Network Theatrical and Television Basic Agreement” or the “2020 WGA – Network MBA.” The terms of this Agreement shall prevail over any inconsistent terms of the 2017 WGA – AMPTP MBA or the 2017 WGA – Network MBA. Contract language in this Agreement is indicated by quotation marks or by a notation that the provision is written in contract language.

The terms and conditions set forth in this Memorandum of Agreement shall be effective as of May 2, 2020 (except when another effective date is specified), provided that the memberships of both WGA, West, Inc. and WGA, East, Inc. ratify this agreement and notice of such ratification is provided to the AMPTP no later than July 31, 2020.

1. Term of Agreement (WGA Proposal No. 49)

Three-year term: May 2, 2020 to May 1, 2023.

The term of the 2020 MBA shall commence on May 2, 2020 and shall continue to and including May 1, 2023.

Revise Article 2 to read as follows:

“ARTICLE 2 - TERM AND EFFECTIVE DATE OF AGREEMENT

“A. GENERAL

- “1. The term of this Basic Agreement shall commence on May 2, ~~2017~~2020 and shall continue to and include May 1, ~~2020~~2023.
- “2. With respect to all employment agreements with writers in effect on May 2, ~~2017~~ 2020, the terms of this Basic Agreement relating to minimum compensation and to rights in material shall apply only to services performed and literary material written under such employment contracts where the date of actual employment (*i.e.*, the commitment date) was on or after May 2, ~~2017~~ 2020, except as specifically otherwise provided herein in Article 2, Section B. or Section C.
- “3. With respect to literary material licensed or acquired from professional writers (as described herein), the terms of this Basic Agreement relating to minimum compensation and rights in material shall apply only to unpublished and unexploited literary material licensed or acquired from such professional writers on or after May 2, ~~2017~~ 2020. Options of unpublished and unexploited literary material obtained from professional writers on or after May 2, ~~2017~~ 2020 shall be subject only to the provisions of this Basic Agreement relating to options (*i.e.*, third paragraph of Article 13.A., Article 13.B.1.a., Article 16.A.3.d. and Article 16.B.3.i.), and then only to the extent applicable. Disputes relating to the options provisions listed in the preceding sentence shall be subject to grievance and arbitration as provided in Articles 10, 11 and 12 of this Agreement.
- “4. Company or Guild may, by written notice to the other served not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Basic Agreement, signify its desire to negotiate a new collective bargaining agreement which shall become effective upon a date determined by mutual agreement between the Company and the Guild. Such notice shall set forth in detail the proposals or recommendations of the party serving such notice. If such notice is served, the parties agree to commence negotiations covering the proposals or recommendations in the notice, and the proposals and recommendations of the party receiving such notice, within thirty (30) days after the receipt of such notice and to continue such negotiations diligently and in good faith. It is understood

and agreed that the existing Basic Agreement shall continue in full force and effect until the termination date above provided.

“5. [Deleted]

“6. [Appeared as Article 2.A.5. in predecessor Basic Agreements.] Nothing herein contained shall be deemed to modify or affect the terms or conditions of any existing contract which are more favorable to the writer than the terms and conditions of this Basic Agreement.

“B. THEATRICAL

“1. With respect to all theatrical employment agreements with writers under term or deal contracts which were in effect on May 2, ~~2017~~ 2020, the new minimum compensations, conditions and Theatrical Schedule A as herein contained shall not in any manner be applicable for the period prior to, nor effective until:

“a. in the case of a term contract, the effective date of the exercise of the next option which occurs after May 2, ~~2017~~ 2020, for the renewal of the employment period, or six (6) months after the effective date of the commencement of the current employment period, whichever occurs first, but in no event prior to May 2, ~~2017~~ 2020.

“b. in the case of a deal contract, the effective date of the next step of such deal contract which commences after May 2, ~~2017~~ 2020.

“2. Any contractual obligation by Company, in effect on December 12, 1966, to give credit for source material or story in connection with a photoplay; shall not in any manner be affected by the provisions of Theatrical Schedule A contained herein.

“C. TELEVISION

“1. With respect to television employment agreements with writers on a term or week-to-week contract basis in effect on May 2, ~~2017~~ 2020, the terms of this Basic Agreement relating to rights in material shall apply only to literary material written pursuant to assignments made on or after May 2, ~~2017~~ 2020.

“2. Notwithstanding any other provisions of this Article, the terms of this Basic Agreement relating to rights in material shall not apply to literary

material written pursuant to any agreement in effect on May 2, ~~2017~~ 2020 if the granting or reserving of such rights, as herein provided, would conflict with any contractual obligation of the Company to any third party entered into prior to the effective date of this Basic Agreement; provided that the Company does not have a right to require the removal or elimination of the conflict created by such contractual obligation to the third party.”

Make conforming changes as needed.

2. Minimums (WGA Proposal No. 1)

- a. Subject to Item 12 below, the minimum rates listed in this subparagraph “a.” below shall be increased in each year of the 2020 MBA on a compounded basis, as follows:
 - i. One and one-half percent (1.5%) effective May 2, 2020;
 - ii. Three percent (3%) effective May 2, 2021; and
 - iii. Three percent (3%) effective May 2, 2022.

ARTICLE 13

- 13.A.1.a. Flat Deal Screen Minimums
- 13.A.2. Narration - Rate Schedule A
- 13.A.10. Week-to-Week, Term, Flat Deal
- 13.A.15. Minimum Weekly Compensation
(Week-to-Week or Term Contracts)
- 13.B.7.a. Story Minimums - Other Than Network Prime Time or
Serials Covered by Article 13.B.7.e.(1) or e.(3)
- 13.B.7.b. Teleplay Minimums - Other Than Network Prime Time or
Serials Covered by Article 13.B.7.e.(1) or e.(3)
- 13.B.7.c. Story and Teleplay - Other Than Network Prime Time or
Serials Covered by Article 13.B.7.e.(1) or e.(3)

| | |
|--------------|---|
| 13.B.7.e.(3) | Serial Rates - Prime Time |
| 13.B.7.g. | Plot Outline - Narrative Synopsis of Story Minimums |
| 13.B.7.h.(1) | Rewrite Minimums |
| 13.B.7.h.(2) | Polish Minimums |
| 13.B.7.m.(1) | Format Minimums |
| 13.B.7.m.(2) | Bible Minimums |
| 13.B.7.m.(3) | Rewrite or Polish of Format or Bible |
| 13.B.7.n. | Narration Rate Schedules A, B, C |
| 13.B.7.p. | Non-Commercial Openings and Closings |
| 13.B.7.s.(2) | Week-to-Week and Term Employment |

ARTICLE 14

| | |
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| 14.G. | Program Fees |
| 14.K. | Minimum Compensation - Rate Per Week |

ARTICLE 15

| | |
|---------------------------------|--|
| 15.B.14.a.(1) and (2) | Additional Compensation for Certain Use of Material to Which Separated Rights Do Not Apply |
| 15.B.14.c. | Additional Compensation for Certain Use of Material to Which Separated Rights Do Not Apply - Radio |
| 15.B.14.h.(1), (2) and (3.2) | Character Payments |
| 15.B.14.l.(1) and (2) | Teleplay as Basis of Pilot |

ARTICLE 16

- 16.A.5.c.
1st paragraph Sequel Payments for Programs Other than Programs Made Principally for the Videodisc/Videocassette Market
- 16.B.2.a. Sequel Payments

APPENDIX A

- 13.B.2.a. Comedy-Variety -- Per Program Minimum Compensation
- 13.B.2.b.(1) Comedy-Variety Programs -- Minimum Variety Show Commitment
- 13.B.2.b.(3) Comedy-Variety Programs - Aggregate Minimum Compensation Per Weekly Unit of Five Programs
- 13.B.2.g. Comedy-Variety Programs -- Pre-Production Periods
- 13.B.3. Comedy-Variety Programs -- Self-Contained Portions of Programs
- 13.B.4.a. and b. Quiz and Audience Participation Programs
- 13.B.6.a.(1)(a) Once Per Week or Less, Non-Dramatic Programs
- 13.B.6.a.(1)(b)(i) Minimum Series Commitment
- 13.B.6.b.(1)(a),
13.B.6.b.(1)(c) Non-Dramatic Strip Programs
- 13.B.7.d.(2) Assigned Outlines
- 13.B.8.b.(1) Documentary Programs - Story and Telescript
- 13.B.8.b.(2) Documentary Programs - Story Only
- 13.B.8.b.(3) Documentary Programs - Telescript Only
- 13.B.8.c.(1) Narrative Synopsis of Story
- 13.B.8.d. Rewrite or Polish Minimum Compensation

APPENDIX C

Paragraph 2.b.(1) Made For Basic Cable One-Hour High Budget Dramatic Programs or Series In Their Second or Subsequent Season

SIDELETTER ON LITERARY MATERIAL WRITTEN FOR PROGRAMS MADE FOR NEW MEDIA

Paragraph 2.a. Initial Compensation for “Derivative New Media” Productions

Paragraph 3.b.(5)(c) Sequel Payments for “Original New Media Productions”

Para. 4.c.(1) – Tier 2 Only Initial Compensation for High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada – Tier 2 Only

Para. 4.c.(2) Initial Compensation for High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with fewer than 20 million subscribers in the United States and Canada

b. Subject to Item 12 below, the minimum rates for network prime time dramatic programs (Article 13.B.7.d.) and High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada in the Tier 1 budget tiers (Paragraph 4.c.(1) for Tier 1 Only in the Sideletter on Literary Material Written For New Media in the 2020 MBA) and the residual rates set forth in Appendix B, Paragraph D.3.a.(1) shall be increased on a compounded basis, as follows:

- i. One percent (1.0%) effective May 2, 2020;
- ii. Two and one-half percent (2.5%) effective May 2, 2021; and
- iii. Two and one-half percent (2.5%) effective May 2, 2022.

- c. Subject to Item 12 below, the minimum rates for daytime serials (Appendix A, Article 13.B.5.a.(1), (2), (5) and (8) and Article 16.B.2.a.(5)) shall be increased on a compounded basis, as follows:
 - i. One percent (1.0%) effective May 2, 2020;
 - ii. Two and one-half percent (2.5%) effective May 2, 2021; and
 - iii. Two and one-half percent (2.5%) effective May 2, 2022.
- d. Subject to Item 12 below, the minimum rates for news programs (Appendix A, Article 13.B.8.b.(4)) shall be increased on a compounded basis, as follows:
 - i. One-half percent (0.5%) effective May 2, 2020;
 - ii. Two and one-half percent (2.5%) effective May 2, 2021; and
 - iii. Two and one-half percent (2.5%) effective May 2, 2022.
- e. Subject to Item 12 below, the residual base in Article 15.B.1.b.(2)(c) for reruns in network non-prime time, syndication and basic cable (as set forth in Article 15.B.1.b.(3)(a)) shall be increased on a compounded basis, as follows:
 - i. One percent (1.0%) effective May 2, 2020;
 - ii. Two and one-half percent (2.5%) effective May 2, 2021; and
 - iii. Two and one-half percent (2.5%) effective May 2, 2022.
- f. The rates for network prime time reruns (Article 15.B.1.b.(2)(a)) shall remain the same as those in effect on May 1, 2020.
- g. The residual bases for High Budget SVOD Programs shall be as set forth in Item 5 below.
- h. The rates for excerpt payments (Article 15.A.3.j., Article 15.B.10.c., d. and dd., Article 15.B.13.j. and Appendix A, Article 15.B.3.b.) shall be increased by three percent (3%) effective May 2, 2021.
- i. The rates for Sequel Payments for Programs Made Principally for the Videodisc/Videocassette Market (Article 16.A.5.c., 2nd para.) shall remain the same as those in effect on May 1, 2020.

- j. Publication Fee (Article 16.A.10.). The Article 16.A.10. publication fee shall be increased to \$12,500 effective May 2, 2020.
- k. Upset Price (Article 16.B.5.). The upset price figures in Article 16.B.5. shall be increased 3% effective May 2, 2021.
- l. Article 25. The rate in Article 25 shall increase in the same manner as in the 2017 MBA.

3. **Eliminate New Writer Discounts (WGA Proposal No. 3)**

Eliminate discounts to minimums for writers not previously employed under an MBA as follows:

“ARTICLE 13 - COMPENSATION

...

“A. THEATRICAL

...

“1. a. Minimum Compensation

...

~~“b. Discount - New Writers~~

~~Company may employ a writer who has not been previously employed as a writer under any Guild MBA in television or theatrical motion pictures or radio dramatic programs on a flat deal basis at not less than seventy-five percent (75%) of the applicable minimum compensation set forth in this subparagraph 1. If such writer receives any writing credit on the theatrical motion picture for which he/she was so employed, his/her compensation will be adjusted to one hundred percent (100%) of the applicable minimum compensation. Such payment will be made within ten (10) business days after determination of final writing credit.~~

...

“15. Minimum Weekly Compensation

...

~~“Company may employ a writer who has not been previously employed as a writer under any Guild MBA in television or theatrical motion pictures or radio dramatic or comedic programs on a week-to-week or term basis for a period not to exceed fourteen (14) consecutive weeks at seventy-five percent (75%) of the minimum weekly compensation as provided in this subparagraph 15.~~

...

“B. TELEVISION

“7. Schedule of Minimum Compensation

...

“s. Week-to-Week and Term Employment

...

~~“(3) Notwithstanding the foregoing, the Company may employ on a term contract basis a writer who has not been previously employed as a writer under any Guild MBA in television, theatrical motion pictures or radio dramatic or comedic programs as follows:~~

~~“(a) An overall term of fourteen (14) consecutive weeks with fourteen (14) weeks guaranteed employment at a minimum compensation equal to seventy-five percent (75%) of the rate set forth in subparagraph (2)(c) above;
or~~

~~“(b) An initial overall term of seven (7) consecutive weeks with seven (7) weeks guaranteed employment at a minimum compensation equal to sixty percent (60%) of the rate set forth in subparagraph (2)(d) above plus, pursuant to option or agreement,~~

a second overall term of seven (7) consecutive weeks with seven (7) weeks guaranteed employment at a minimum compensation equal to eighty percent (80%) of the rate set forth in subparagraph (2)(d) above.”

Make conforming changes as needed.

4. **Lower Thresholds for High Budget SVOD Programs** (WGA Proposal No. 4)

Lower the “High Budget” thresholds in the definition of a “High Budget SVOD Program” in Paragraph 4.b. of the Sideletter on Literary Material Written for Programs Made for New Media (and make conforming changes to Paragraph 4.c. thereof) as follows:

“b. **‘High Budget SVOD Programs’ Defined**

“The terms and conditions set forth in Paragraph 4. of this Sideletter shall be applicable only to derivative and original 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’) and are not ‘grandfathered’ under subparagraph 4.a. above:

| Length of Program as Initially Exhibited* | “High Budget” Threshold |
|--|--|
| 20-35 minutes | \$1,300,000 and above <u>\$1,000,000 and above effective on the first Sunday following the AMPTP’s receipt of notice of ratification (\$1,030,000 and above effective May 2, 2022 (See subparagraph 4.a.(2) of this Sideletter for the grandfathering of certain programs or series budgeted at less than \$1,300,000 as of the first Sunday following the AMPTP’s receipt of notice of ratification)</u> |

| Length of Program as Initially Exhibited* | “High Budget” Threshold |
|---|---|
| 36-65 minutes | \$2,500,000 and above <u>\$1,700,000 and above effective on the first Sunday following the AMPTP’s receipt of notice of ratification (\$1,750,000 and above effective May 2, 2022) (See subparagraph 4.a.(2) of this Sideletter for the grandfathering of certain programs or series budgeted at less than \$2,500,000 as of the first Sunday following the AMPTP’s receipt of notice of ratification)</u> |
| 66 minutes or more | \$3,000,000 and above |

* Programs less than 20 minutes are not considered ‘high budget’ for purposes of this Sideletter, regardless of their budgets.”

Make conforming changes as needed.

5. Eliminating Grandfathering (WGA Proposal No. 5)

a. *Modify Paragraph 4.a. of the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

“4. Terms and Conditions for ‘High Budget’ Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Consumer Pay Platform

“a. Grandfathering

“(1) The terms and conditions set forth in this Paragraph 4 shall not apply to any High Budget SVOD series that continues in production on or after May 2, 2020 and was grandfathered, and remains grandfathered, pursuant to Paragraph 4.a. of the 2017 Sideletter on Literary Material Written for Programs Made for New Media (i.e., it is subject to the 2014 or 2011 Sideletter on Literary Material Written for Programs Made for New Media, as applicable). Any such series shall continue to be grandfathered if it continues to meet the applicable test in Paragraph 4.a. of the 2017 or 2014 Sideletter and shall not be subject to the

2020 Sideletter on Literary Material Written for Programs Made for New Media, except that the general increases to initial compensation (as set forth in Item 2.a. or b. above, as applicable, of this Memorandum of Agreement) and the pension and health contribution rates, as well as the Parental Leave Fund contribution, under the 2020 MBA shall apply to episodes of such series subject to the 2014 Sideletter that are written on or after May 2, 2020 [Note that the rates set forth in the Attachment to the Sideletter on Literary Material Written for Programs Made for New Media Re: Initial Compensation and Residuals Applicable to Certain 'Grandfathered' High Budget SVOD Programs shall be adjusted accordingly.] program or series that was grandfathered, and remains grandfathered, pursuant to subparagraphs (1) and (2) of Paragraph 4.a. of the Sideletter on Literary Material Written For Programs Made for New Media of the 2014 MBA:

~~“In addition, the terms and conditions set forth in this Paragraph 4 shall not apply to a High Budget SVOD Program or episodes of a High Budget SVOD series, the literary material for which is written on or after May 2, 2017 pursuant to a license agreement entered into prior to May 2, 2017 (and which program or series is not otherwise grandfathered as provided above).”^{1, 2} For such Programs or~~

~~¹ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the literary material for which is written on or after May 2, 2017, pursuant to a license agreement entered into prior to May 2, 2017, and the Company has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter on Literary Material Written for Programs Made for New Media to the 2017 MBA.~~

~~² The Company shall notify the WGA of any such license agreement entered into prior to May 2, 2017. 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 WGA's request, the Company must make an unredacted license agreement available for inspection at the Company's office in Los Angeles subject to a~~

episodes, Paragraph 4 of the Sideletter on Literary Material Written for Programs Made for New Media to the 2014 MBA shall apply instead and is incorporated by reference herein, except that: (1) footnote 3 of this Sideletter applies; (2) the minimum initial compensation shall be increased in each year of the 2017 MBA on a compounded basis by two percent (2%) effective May 2, 2017, by an additional two and one-half percent (2.5%) effective May 2, 2018 and two and one-half percent (2.5%) effective May 2, 2019 (as set forth in the Attachment to Sideletter on Literary Material Written for Programs Made for New Media Re: Initial Compensation and Residuals Applicable to Certain “Grandfathered” High Budget SVOD Programs at page 654); and (3) the applicable residual base shall be the network prime time residual base in Article 15.B.1.b.(2)(a) of the 2017 MBA.

- “(2) In addition, this Paragraph 4 shall not apply to any program or series budgeted at less than \$1,300,000 for a 20-35 minute program or less than \$2,500,000 for a 36-65 minute program as of the first Sunday following the AMPTP’s receipt of notice of ratification that would otherwise qualify as a ‘High Budget SVOD Program’ under the 2020 MBA. Instead, such program or series shall be subject to Paragraph 2. if a ‘Derivative New Media Production’ (other than a ‘High Budget SVOD Program’) or Paragraph 3. if an ‘Original New Media Production’ (other than a ‘High Budget SVOD Program’) of the 2020 Sideletter on Literary Material Written for Programs Made for New Media, if:
- “(a) the literary material for the program, or for the first episode in the case of a series, is written prior to the first Sunday following the AMPTP’s receipt of notice of ratification; or
- “(b) the literary material for the program, or for the first episode in the case of a series, is written on or after the first Sunday following the AMPTP’s receipt of

~~confidentiality agreement equivalent to those governing new media license agreement inspections.~~

notice of ratification pursuant to a license agreement entered into prior to that date.^{1, 2}

“(3) Except as provided otherwise in subparagraphs (1) and (2) above:

Subject to the next paragraph, any High Budget SVOD Program, the literary material for which is written on or after May 2, 2020, pursuant to a license agreement entered into prior to the first Sunday following the AMPTP’s receipt of notice of ratification,^{3, 4} shall be subject to the

¹ If the licensee orders additional programs or episodes of the series, the literary material for which is written on or after the first Sunday following the AMPTP’s receipt of notice of ratification, pursuant to a license agreement entered into prior to that date, and the Company has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the program or episodes of the series shall be subject to the terms of 2020 Sideletter on Literary Material Written for Programs Made for New Media.

² The Company shall notify the Guild of any such license agreement that it enters into prior to the first Sunday following the AMPTP’s receipt of notice of ratification. 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 Guild’s request, the Company must make an unredacted license agreement available for inspection at the Company’s office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

³ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the literary material for which is written on or after May 2, 2020, pursuant to a license agreement entered into prior to the first Sunday following the AMPTP’s receipt of notice of ratification, and the Company has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of the 2020 Sideletter on Literary Material Written for Programs Made for New Media.

⁴ The Company shall notify the Guild of any such license agreement that it enters into prior to the first Sunday following the AMPTP’s receipt of notice of ratification. 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,

2017 Sideletter on Literary Material Written for Programs Made for New Media instead of the 2020 Sideletter on Literary Material Written for Programs Made for New Media, except that the general increases to initial compensation (as set forth in Item 2.a. or b. above, as applicable, of this Memorandum of Agreement) and the pension and health contribution rates, as well as the Parental Leave Fund contribution, under the 2020 MBA shall apply.

“There shall be no grandfathering with respect to any new season of a High Budget SVOD series covered under this subparagraph 4.a.(3) for which the principal photography of the first episode of the new season commences on or after July 1, 2021. All episodes of that season and any subsequent seasons of the series shall be subject to the terms and conditions (including residuals) applicable at the time the writer is employed to provide writing services and/or literary material is acquired from the writer.

“Examples of grandfathering scenarios are attached hereto as Exhibit 1.

“EXHIBIT 1

“Examples of High Budget SVOD Grandfathering

“Example 1:

“A license for a High Budget SVOD series is first entered into on May 2, 2016.

- The literary material for Season 1 is written between May 2, 2016 and May 1, 2017;
- The literary material for Season 2 is written between May 2, 2017 and May 1, 2018;
- The literary material for Season 3 is written between May 2, 2018 and May 1, 2019;
- The literary material for Season 4 is written between May 2, 2019 and May 1, 2020;

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 Guild's request, the Company must make an unredacted license agreement available for inspection at the Company's office in Los Angeles subject to a confidentiality agreement equivalent to those governing new media license agreement inspections.

- The literary material for Season 5 is written between May 2, 2020 and May 1, 2021; and
- The literary material for Season 6 is written between May 2, 2021 and May 1, 2022 and principal photography of the first episode of Season 6 commences after July 1, 2021.

“In this example, the entire series would remain grandfathered and subject to the terms of the 2014 Sideletter on Literary Material Written for Programs Made for New Media, and not subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media, except that for Seasons 5 and 6, the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations.

“Example 2:

“A license for a High Budget SVOD series is first entered into on May 2, 2018.

- The literary material for Season 1 is written between May 2, 2018 and May 1, 2019;
- The literary material for Season 2 is written between May 2, 2019 and May 1, 2020;
- The literary material for Season 3 is written between May 2, 2020 and May 1, 2021; and
- The literary material for Season 4 is written between May 2, 2021 and May 1, 2022 and principal photography of the first episode of Season 4 commences after July 1, 2021.

“Seasons 1 and 2 were written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.

“Season 3 would be grandfathered, and would be subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media, except that the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations.

“Season 4 would not be grandfathered, and would be subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media.

“Example 3:

“A license for a High Budget SVOD series is first entered into on May 2, 2019.

- The literary material for Season 1 is written between May 2, 2019 and May 1, 2020;
- The literary material for Season 2 is written between July 2, 2020 and May 1, 2021; and principal photography of the first episode of Season 2 commences after July 1, 2021.

“Season 1 was written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.

“Season 2 would be initially treated as grandfathered, subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media, except that the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, would be as negotiated in the 2020 negotiations; however, Season 2 would lose grandfathered status because principal photography of the first episode of Season 2 occurs after July 1, 2021, making Season 2 subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media for residuals purposes. (The subscriber tier that applied at the time the literary material for Season 2 was written remains the applicable subscriber tier for all purposes.)

Example 4:

“A license for a High Budget SVOD series is first entered into on March 1, 2019.

- The literary material for the pilot is written in January 2019;
- The literary material for Season 1 is written between March 1, 2019 and September 30, 2020; and
- The literary material for Season 2 is written between January 1, 2021 and April 30, 2021 and principal photography of the first episode of Season 2 commences after July 1, 2021;

“The pilot was written under the terms of the 2017 Sideletter on Literary Material Written for Programs Made for New Media, and those terms would remain applicable.

“Season 1 would be grandfathered, and would be subject to the 2017 Sideletter on Literary Material Written for Programs Made for New Media except that the minimum initial compensation rates and fringe rates, including the contribution to the Paid Parental Leave Fund, as negotiated in the 2020 negotiations would apply to literary material written on or after May 2, 2020.

“Season 2 would not be grandfathered because principal photography of the first episode of the season began after July 1, 2021, and would be subject to the 2020 Sideletter on Literary Material Written for Programs Made for New Media. (The subscriber tier that applied at the time the literary material for Season 2 was written remains the applicable subscriber tier for all purposes.)”

Make conforming changes as needed.

- b. The WGA agrees to withdraw and waive all current and future claims about the grandfathered status of programs which either commenced principal photography within the requisite time period as referenced below or which were produced for a related or affiliated entity or through a production services agreement that was entered into on or before the requisite date as referenced below, in the absence of a specific license agreement.

Specifically: The WGA agrees that if the principal photography of the first episode of a series commenced prior to May 2, 2014, all seasons of the series produced on or after May 2, 2014 remain grandfathered under the terms of the 2014 Minimum Basic Agreement.

The WGA also agrees that for series that were produced by a Company for exhibition on a related or affiliated SVOD service, for which the literary material for the pilot or the first episode of the series was written on or after May 2, 2014 but before May 2, 2017 or were produced pursuant to the terms of a *bona fide* production services agreement entered into on or after May 2, 2014 but before May 2, 2017, all seasons of the series will remain grandfathered under the terms of the 2017 Minimum Basic Agreement, subject to the parties' agreement regarding grandfathering as set forth in the 2020 MOA. The WGA further agrees that for series that were produced by a Company for exhibition on a related or affiliated SVOD service and either the literary material for the pilot or first episode of the series was written prior to May 2, 2020 or the series was produced pursuant to the terms of a *bona fide* production services agreement entered into prior to that date, all seasons of the series will remain grandfathered subject to the parties' agreement regarding grandfathering as set forth in the 2020 MOA.

6. Base for High Budget SVOD Program Residual (WGA Proposal No. 6)

Increase the residual bases in Paragraph 4.e.(2)(a) of the Sideletter on Literary Material Written for Programs Made for New Media by seven and one-half percent (7.5%) effective May 2, 2020 and by an additional seven and one-half percent (7.5%) effective May 2, 2021. These increases shall be compounded. Contract language is as follows:

“(a) Base for High Budget SVOD Program Residual

“The following residual bases are applicable to a one-time High Budget SVOD Program or an episode of a High Budget SVOD series, ~~the literary material for which is written on or after May 2, 2017,~~ and shall apply in perpetuity to that program or episode:

| Program Length in Minutes | Story | Teleplay | Story and Teleplay |
|---------------------------|---------------------------|-----------------|--------------------|
| 20-35 minutes | \$-5,649 \$9,173 \$14,119 | | |
| <u>05/02/20-05/01/21</u> | <u>\$6,073</u> | <u>\$9,861</u> | <u>\$15,178</u> |
| <u>05/02/21-05/1/23</u> | <u>\$6,528</u> | <u>\$10,601</u> | <u>\$16,316</u> |
| 36-65 minutes | -10,264 17,778 25,663 | | |

| Program Length in Minutes | Story | Teleplay | Story and Teleplay |
|----------------------------|---------------------------------|-----------------|--------------------|
| <u>05/02/20-05/01/21</u> | <u>\$11,034</u> | <u>\$19,111</u> | <u>\$27,588</u> |
| <u>05/02/21-05/1/23</u> | <u>\$11,862</u> | <u>\$20,544</u> | <u>\$29,657</u> |
| 66-95 minutes* | 15,426 27,345 38,567 | | |
| <u>05/02/20-05/01/21</u> | <u>\$16,583</u> | <u>\$29,396</u> | <u>\$41,460</u> |
| <u>05/02/21-05/1/23</u> | <u>\$17,827</u> | <u>\$31,601</u> | <u>\$44,570</u> |
| 96 minutes or more* | 20,216 36,269 50,541 | | |
| <u>05/02/20-05/01/21</u> | <u>\$21,732</u> | <u>\$38,989</u> | <u>\$54,332</u> |
| <u>05/02/21-05/1/23</u> | <u>\$23,362</u> | <u>\$41,913</u> | <u>\$58,407</u> |

“*The residual base for a High Budget SVOD Program that is 85 minutes or longer with a budget of \$13 million or more and made for a subscription consumer pay platform with 20 million or more domestic subscribers shall be the applicable minimum as set forth in Article 13.B.7.a., b. and c. for a program length in minutes of either “90 or less (but more than 75)” or “120 or less (but more than 90),” as applicable.”

Make conforming changes as needed.

7. Domestic Exhibition Year Percentages for High Budget SVOD Program Residuals (WGA Proposal No. 7)

Increase the percentage of the base for High Budget SVOD Programs in Paragraph 4.e.(2)(b) of the Sideletter on Literary Material Written for Programs Made for New Media as follows:

“(b) Percentage of Above Base Rate Payable for Residuals

| Exhibition Year* | <u>Percentage of Applicable High Budget SVOD Program Residual Base</u> |
|-------------------------|---|
| Year 1* | 35.0% <u>45%</u> |
| Year 2 | 30.0% <u>40%</u> |
| Year 3 | 30.0% <u>35%</u> |

| Exhibition Year* | <u>Percentage of Applicable High Budget SVOD Program Residual Base</u> |
|-------------------------|---|
| 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% |
| Year 11 | 3.0% |
| Year 12 | 2.5% |
| Each Year thereafter | 1.5% |

* Exhibition Year 1 shall commence on the first day that the High Budget SVOD Program is made available for exhibition on the subscription pay platform following ninety (90) days after the initial exhibition date. Each Exhibition Year thereafter 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.”

Make conforming changes as needed.

8. Foreign High Budget SVOD Program Residuals (WGA Proposal No. 8)

Modify Paragraph 4.e.(3)(a) of the Sideletter on Literary Material Written for Programs Made for New Media as follows:

“(3) Use on a Foreign Subscription Consumer Pay Platform Related to or Affiliated with the Domestic Subscription Consumer Pay Platform^{6,7}

⁶ Residuals shall also be payable under this provision when the Company is related to or affiliated with the domestic subscription consumer pay platform that is related to or affiliated with the foreign subscription consumer pay platform.

⁷ It is understood that this provision also applies when a subscription consumer pay platform that holds foreign exhibition rights sublicenses those rights.

“(a) Foreign Subscription Consumer Pay Platforms Related to or Affiliated with a Domestic Subscription Consumer Pay Platform with Over 45 Million Subscribers.

“(i) When Company licenses the right to exhibit a High Budget SVOD Program to a domestic subscription consumer pay platform with over 45 million subscribers and also licenses SVOD rights for use on its related or affiliated foreign subscription consumer pay platform(s), Company shall pay a fixed residual for each exhibition year of use in foreign markets (after an initial ninety (90) consecutive day window measured from initial availability on the domestic subscription consumer pay platform) that is thirty-five percent (35%) ~~an additional percentage of the domestic residual set forth in subparagraph 4.e.(2) above, according to the following schedule:~~

| Exhibition Year | Percentage of Domestic Residual |
|----------------------|---------------------------------|
| Year 1 | 35.0% |
| Year 2 | 35.0% |
| Year 3 | 35.0% |
| Year 4 | 25.0% |
| Year 5 | 25.0% |
| Year 6 | 25.0% |
| Year 7 | 20.0% |
| Year 8 | 20.0% |
| Year 9 | 20.0% |
| Year 10 | 15.0% |
| Year 11 | 15.0% |
| Year 12 | 15.0% |
| Each Year thereafter | 10.0% |

Payment of the additional fixed residual above shall cover worldwide use of the High Budget SVOD Program on all foreign subscription consumer pay platforms for the applicable exhibition year.

* * *

~~“This subparagraph 4.c.(3) shall expire upon the termination of the 2017 MBA and shall be of no force and~~

effect thereafter. However, these provisions will apply and remain in full force and effect to High Budget SVOD Programs subject to the terms and conditions of this Paragraph 4, regardless of the terms or provisions of any subsequent agreement which is a modification, extension or renewal of, or substitution for, this Sideletter.”

Make conforming changes as needed.

9. **Subscriber Tier Determinations for High Budget SVOD Platforms (WGA Proposal No. 14)**

- a. *Modify Unpublished Sideletter Re “Bundled” Subscription Consumer Pay Platforms as follows:*

**~~“UNPUBLISHED”~~ SIDELETTER RE:
“BUNDLED” SUBSCRIPTION CONSUMER PAY PLATFORMS**

“As of May 2, 2020 ~~May 2, 2017~~

“Carol A. Lombardini
President
Alliance of Motion Picture and Television Producers, Inc.
15301 Ventura Boulevard, Building E
Sherman Oaks, CA 91403

“Re: “Bundled” Subscription Consumer Pay Platforms

“Dear Carol:

“During the negotiations for the ~~2017~~ 2020 Theatrical and Television Basic Agreement (“MBA), the parties discussed the difficulty of determining the number of domestic subscribers whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime) ~~to a subscription consumer pay platform that provides video on demand and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime, PlayStation Plus, Playstation Vue)~~. Ultimately, the parties reached agreement on the number of domestic subscribers that certain of those platforms (*e.g. Amazon Prime; PlayStation Plus, Playstation Vue*) will be considered to have for the term of the MBA.

“Should an issue arise during the term of the MBA as to the number of domestic subscribers to a subscription consumer pay platform in these circumstances ~~that~~

~~provides video on demand and other services~~, the parties will enter into good faith discussions to reach agreement on the number of domestic subscribers to be attributed to that platform for purposes of applying the provisions of the Sideletter on Literary Material Written for Programs Made for New Media to the ~~2017~~ 2020 MBA pertaining to High Budget SVOD Programs. In such discussions, the parties shall be guided by their previous agreements ~~reached with respect to Amazon Prime, PlayStation Vue and PlayStation Plus.~~

“If the parties cannot reach agreement on the number of domestic subscribers for that platform, the issue will be submitted to a ‘best offer’ arbitration (that is, each party shall submit to the arbitrator its offer for the number of domestic subscribers and the arbitrator shall choose from the two figures offered). The parties will meet to discuss the list of potential arbitrators to decide this issue within sixty (60) days of the effective date of ~~2017~~ 2020 MBA. If the parties cannot agree upon the list of potential arbitrators, the arbitrator shall be selected utilizing the procedure in Article 11.C.2. of the MBA and using the Los Angeles list of arbitrators.

**“WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

“By: _____
David J. Young
Executive Director, WGAW

“ACCEPTED AND AGREED:

**“The respective signatory companies represented by
the ALLIANCE OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.**

“By: _____
Carol A. Lombardini”

b. *Include New Sideletter Re Peacock Subscriber Tier as follows:*

“SIDELETTER RE PEACOCK SUBSCRIBER TIER
FOR HIGH BUDGET SVOD PROGRAMS

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: Peacock Subscriber Tier**

“Dear David:

“This will memorialize that in the 2020 WGA negotiations, the parties reached agreement on the subscriber tier applicable to Peacock for purposes of applying the provisions of the Sideletter on Literary Material Written for Programs Made for New Media in the 2020 Theatrical and Television Basic Agreement pertaining to High Budget SVOD Programs. For the period from May 2, 2020 through June 30, 2021, Peacock shall be considered to be a service with at least one million (1,000,000) and up to five million (5,000,000) domestic subscribers. During the second and third years of the Agreement, the parties shall determine the subscriber tier effective July 1, 2021 and July 1, 2022, respectively, in accordance with the “‘Bundled’ Subscription Consumer Pay Platforms” sideletter dated May 2, 2020.

“Sincerely,

“Carol A. Lombardini

“**ACCEPTED AND AGREED:**

“**WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

“By: _____
David J. Young

Executive Director”

c. *Include New Sideletter re Subscriber Tier for Amazon Prime as follows:*

“SIDELETTER RE AMAZON PRIME SUBSCRIBER TIER
FOR HIGH BUDGET SVOD PROGRAMS

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: Amazon Prime Subscriber Tier**

“Dear David:

“The parties agree that Amazon Prime shall be considered to be a service with at least twenty million (20,000,000) and up to forty-five million (45,000,000) domestic subscribers during the period from May 2, 2020 through June 30, 2021. During the second and third years of the Agreement, the parties shall determine the subscriber tier effective July 1, 2021 and July 1, 2022, respectively, in accordance with the “‘Bundled’ Subscription Consumer Pay Platforms” sideletter dated May 2, 2020.

“Sincerely,

“Carol A. Lombardini

“**ACCEPTED AND AGREED:**

“**WRITERS GUILD OF AMERICA, WEST, INC.**
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

“By: _____

David J. Young
Executive Director”

d. *Include New Sideletter re Subscriber Tier for AppleTV+ as follows:*

“SIDELETTER RE APPLE TV+ SUBSCRIBER TIER
FOR HIGH BUDGET SVOD PROGRAMS

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: Apple TV+ Subscriber Tier**

“Dear David:

“This will memorialize that in the 2020 WGA negotiations, the parties reached agreement on the subscriber tier applicable to the Apple TV+ platform for purposes of applying the provisions of the Sideletter on Literary Material Written for Programs Made for New Media in the 2020 Theatrical and Television Basic Agreement pertaining to High Budget SVOD Programs. During the period from May 2, 2020 through June 30, 2021, Apple TV+ shall remain in subscriber Tier 3, which applies to services with more than five million (5,000,000) but fewer than twenty million (20,000,000) domestic subscribers. During the second and third years of the Agreement, the parties shall determine the subscriber tier effective July 1, 2021 and July 1, 2022, respectively, in accordance with the “‘Bundled’ Subscription Consumer Pay Platforms” sideletter dated May 2, 2020.

“Sincerely,

“Carol A. Lombardini

“**ACCEPTED AND AGREED:**

“**WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

“By: _____
David J. Young

Executive Director”

Make conforming changes as needed.

10. **Span Protections** (WGA Proposal No. 26)

a. *Modify Article 14.K.2. as follows:*

“The foregoing shall not apply to:

“(1) any writer who receives at least \$350,000, excluding script fees, (at least \$375,000, excluding script fees, with respect to contracts for employment on programs made for basic cable entered into on or after the first Sunday following the AMPTP’s receipt of notice of ratification and at least \$400,000, excluding script fees, with respect to contracts for employment on programs other than programs made for basic cable entered into on or after the first Sunday following the AMPTP’s receipt of notice of ratification) for the then-current contract year. With respect to contracts entered into on or after May 2, 2021, Company may not make additional payments to the writer for the sole purpose of exempting the writer from eligibility for payments due under this Article 14.K.2.; ...”

Make conforming changes as needed.

b. *Include Unpublished Sideletter Re: Topping Off as follows:*

“UNPUBLISHED SIDELETTER

“July 1, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: Article 14.K.2.(1) – Determination of Money Break**

“Dear David:

“Reference is made to the money break provision in Article 14.K.2.(1) of the 2017 and 2020 Writers Guild of America Theatrical and Television Basic Agreements (‘MBAs’ or ‘MBA’).

“During the term of the 2017 MBA, the WGA filed various claims alleging that Companies improperly paid writers additional amounts to reach the money break (a practice referred to as ‘topping off’) in violation of the intent of Article 14.K.2.(1) of the 2017 MBA, which stated that Article 14.K.2. does not apply to ‘any writer who receives at least \$350,000, excluding script fees, for the then-current contract year.’ The Companies disagreed with the WGA, asserting their position that they could count various payments (other than script fees) to the writer for purposes of meeting the money break in that provision.

“The parties entered into the following resolution during the 2020 negotiations:

“In exchange for the Companies’ agreement to increase the money break in Article 14.K.2.(1) of the 2020 MBA and to prohibit ‘topping off’ under contracts entered into on or after May 2, 2021 as provided in Item 10 of the 2020 MOA, the Guild agrees to withdraw with prejudice and waive all current and future claims concerning the practice of ‘topping off’ or applying payments other than script fees towards the determination of the money break under Article 14.K.2.(1) of the 2017 or 2020 MBA for contracts entered into before May 2, 2021.

“In addition, the Companies agree that with respect to contracts entered into on or after May 2, 2021, the money break provision in Article 14.K.2.(1) shall be determined by the episodic fee negotiated in the writer’s personal services agreement, whether guaranteed or received during the contract year.

“Sincerely,

“Carol A. Lombardini

“ACCEPTED AND AGREED:

“WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.

“By: _____
David J. Young
Executive Director”

11. **Options and Exclusivity (WGA Proposal No. 27)**

Revise Article 67 as follows:

“ARTICLE 67 - OPTIONS AND EXCLUSIVITY (TELEVISION)

“A. Except as provided in subparagraph B. below, the following shall apply to an agreement between a writer and the Company for employment under Article 13.B.7.s. or under Article 14 on an episodic series or serial, which agreement is entered into on or after May 2, 2020~~2017~~:¹

“1.A. Company may freely bargain with respect to options and exclusivity with any writer (other than a writer of children’s programming) who is guaranteed or who earns at least \$210,000 (which amount shall be increased to \$275,000 with respect to any such agreement entered into on or after May 2, 2018, and to \$280,500 with respect to any such agreement entered into on or after May 2, 2019 (which amount shall be increased to \$325,000 with respect to any such agreement entered into on or after May 2, 2021) for the performance of writing services and/or for the performance of services as a writer also employed in additional capacities during the then-current contract year (which shall not exceed twelve (12) months). With respect to a writer of children’s programming, Company may freely bargain with respect to options and exclusivity with a writer who is guaranteed or who earns at least \$210,000 (which amount shall be increased to \$250,000 with respect to any such agreement entered into on or after May 2, 2018).

“2. B: With respect to any writer who is guaranteed or who earns less than the amount specified in subparagraph 1. Paragraph A. above for the performance of writing services and/or for the performance of services as a writer also employed in additional capacities during the then-current contract year (which shall not exceed twelve (12) months):

“a.1: Company may not require that the services of the writer remain exclusive to the Company after the

¹ See Article 67 of the 2017 MBA with respect to contracts entered into between May 2, 2017 and May 1, 2020.

last payment to the writer under the employment agreement for a given contract year becomes due.

“b.2. Company may negotiate an option with a writer for future services as a writer under Article 13.B.7.s. or under Article 14 on a series or episodic serial as part of the writer’s employment agreement. Such option shall be subject to the following minimum terms. The option period shall commence when the last payment to the writer under the employment agreement for a given contract year becomes due, and shall terminate no later than one year thereafter. No additional remuneration is required for the first ~~sixty (60) ninety (90)~~ days of the option period, during which the Company shall be in “first position” under the option, meaning that it shall have the right to recall the writer to perform services for the Company should the Company exercise its option, including during any period that the writer is rendering services for another company. Should the Company exercise the option before the end of the first ~~sixty (60) ninety (90)~~ days of the option period, no additional remuneration shall be due to the writer so long as the writer commences services within fourteen (14) days after the expiration of the first ~~sixty (60) ninety (90)~~ days of the option period.

“At any time after the first ~~sixty (60) ninety (90)~~ days of the option period (or in the event that Company exercised the option before the end of that time period, but the writer, for reasons other than incapacity or unwillingness, has not commenced writing services within fourteen (14) days after such period), the Company may continue to hold the writer under option, and remain in “first position” by paying to the writer one-third ($\frac{1}{3}$) of the current applicable minimum weekly compensation rate under Article 13.B.7.s. or under Article 14.K., as applicable, plus pension and health contributions thereon, for each week thereafter until the writer commences services if the option is exercised or until the Company provides the writer with written

notice releasing the writer from his/her obligations under the option contract.

“As an alternative to the payment described in the preceding paragraph, Company may, by mutual agreement with the writer, engage the writer for other writing and/or producing assignments, and the compensation paid to such writer for such assignments shall be deemed to satisfy the payment required by the preceding paragraph for that number of weeks obtained by dividing the compensation for such assignments by the payment described in the preceding paragraph.

“Even if the Company does not pay such weekly compensation to the writer, nor engage the writer as provided in the preceding paragraph, the writer shall remain under option to the Company, and the Company shall remain in “first position” for the remainder of the option period, except that if, after the first ~~sixty (60) ninety (90)~~ days of the option period, the writer provides written notice to the Company that he/she has a *bona fide* offer of employment as a writer under Article 13.B.7.s. or under Article 14 or as a member of the writing staff on any other television or High Budget SVOD series or serial covered under this Agreement from another company, together with a copy of the offer signed and dated by an authorized representative of such other company, the Company must, within three (3) business days after such notice, either: (a) exercise the option for the writer’s services if the series or serial has been renewed and return the writer to work within fourteen (14) days; or (b) relinquish first position, so that the writer may accept the offer of employment and the Company is then in second position until the earlier of: the end of the other employment, the termination of the option or the date the Company provides the writer with written notice releasing the writer from his/her obligations under the option agreement.

c.3. The provisions of this ~~subparagraph A.2. Paragraph B.~~ shall not apply to: (a) any writer employed under

Article 13.B.7.s. or under Article 14 on an episodic series or serial which either consists of 22 or more episodes, or which provides the writer with at least 40 weeks of employment, during the then-current contract year (which shall not exceed twelve (12) months); and (b) any writer who enters into an acquisition or employment agreement for a pilot, for a pilot and series or for a new series produced without a pilot, which agreement provides that the writer is “locked” based on the writer’s receipt of the requisite writing credit.

“B. The following shall apply to an agreement entered into on or after the Sunday following AMPTP’s receipt of notice of ratification between a writer and the Company for initial employment of eight (8) consecutive weeks or less to perform writing services under Article 13.B.7.s. and/or to perform services as a writer also employed in additional capacities under Article 14 on an episodic series or serial in a mini-room:

“Company may not negotiate an option with the writer for future services as a writer under Article 13.B.7.s. or under Article 14 on the series or serial, unless the option is for the period of employment immediately following expiration of the initial period of employment.

“The foregoing shall apply only to a writer who is guaranteed or earns less than \$280,500 under the agreement on programs other than children’s programs (less than \$325,000 under an agreement on programs other than children’s programs entered into on or after May 2, 2021) or a writer who is guaranteed or who earns less than \$250,000 under an agreement on children’s programs.

“C.4. Nothing herein alters the rule that a *bona fide* team of two writers shall be considered a unit and deemed to be one writer.”

Make conforming changes as needed.

12. Pension Plan Contribution Rates (WGA Proposal No. 30)

Revise Article 17.B.1. as follows to provide for a one and one-half percent (1.5%) increase, effective May 2, 2020, in the Pension Plan contribution rates and to provide that the Guild has the right, as of May 2, 2021, to divert one-half percent (0.5%) from certain minimums and the further right, as of May 2, 2022, to divert an additional three-quarters of one percent (0.75%) from certain minimums and one-quarter of one percent (0.25%) from other minimums to increase the pension contribution rates by one-half percent (0.5%) effective May 2, 2021 and by three-quarters of one percent (0.75%) effective May 2, 2022. All such increases in the pension contribution rates shall be decoupled from benefits.

"B. PENSION PLAN

"The Pension Plan, established and known as the "Producer-Writers Guild of America Pension Plan," is funded and administered as follows:

- "1. Except as otherwise provided in the next paragraph, Company agrees to contribute to the Plan amounts equal in the aggregate to ten percent (10%) (~~eight and one-half percent (8.5%)~~), effective May 2, 2020 ~~2017~~, of all "gross compensation" earned and paid or due to writers for services covered by and subject to this Agreement performed after the effective date hereof, in an employment capacity (to which employment the provisions of this Basic Agreement apply). In connection with the purchase of literary material from a professional writer, and subject to the amendment of the Plan document as provided above, if the Company also employs the writer under this Basic Agreement for at least one (1) rewrite or polish (as required in Articles 16.A.3.c. and 16.B.3.h., or otherwise), the Company shall contribute to the Pension Plan for such rewrite or polish an amount equal to ten percent (10%) ~~eight and one-half percent (8.5%)~~, effective May 2, 2020 ~~2017~~, of the sum of the purchase price, up to the Internal Revenue Code Section 401(a)(17) limit, plus the amount paid for such rewrite or polish, but in no event shall the Company be required to make such contributions on sums in excess of the ceiling set forth in Article 17.B.1.a. or 17.B.1.e. below. Such amounts shall be contributed as and when the compensation is paid to the writer.

"For writing services on pilots and the first season of any one-hour series, the Company agrees to contribute to the Plan amounts equal in the aggregate to seven ~~eight and one-half~~ percent (7 ~~8.5~~%), effective May 2, 2020 ~~2017~~, of all "gross compensation" earned and paid or due to writers for such services covered by and subject to this Agreement performed after the effective date hereof, in an employment capacity (to which employment the provisions of this Basic Agreement apply). In connection

with the purchase of literary material from a professional writer, and if such literary material so purchased is for a pilot or the first season of a one-hour series, if the Company also employs the writer under this Basic Agreement for at least one (1) rewrite or polish (as required in Article 16.B.3.h. or otherwise), the Company shall contribute to the Pension Plan for such rewrite or polish an amount equal to seven eight and one-half percent (7 8.5%), effective May 2, ~~2020~~ 2017, of the sum of the purchase price, up to the Internal Revenue Code Section 401(a)(17) limit, plus the amount paid for such rewrite or polish, but in no event shall the Company be required to make such contributions on sums in excess of the ceiling set forth in Article 17.B.1.a. or 17.B.1.e. below. Such amounts shall be contributed as and when the compensation is paid to the writer.

“During the 2020 negotiations, the parties agreed that the Guild shall have the authority, in its sole discretion, to elect to increase the pension contribution rates in Article 17.B.1. by one-half percent (0.50%) effective May 2, 2021. Should the Guild so elect, the increases in certain minimum rates as set forth in Exhibit A to Article 17.B.1. shall be reduced by one-half percent (0.50%) for the period May 2, 2021 through May 1, 2022. In addition, the parties agreed that the Guild shall have the authority, in its sole discretion, to elect to increase the pension contribution rates in Article 17.B.1. by three-quarters of one percent (0.75%) effective May 2, 2022. Should the Guild so elect, the increases in certain minimum rates as set forth in Exhibit A to Article 17.B.1. shall be reduced by three-quarters of one percent (0.75%), and the increases in other minimum rates as set forth in Exhibit A to Article 17.B.1. shall be reduced by one-quarter of one percent (0.25%), for the period May 2, 2022 through May 1, 2023. The Guild shall provide the AMPTP, the Networks and the Company with advance notice at least six (6) months prior to May 2, 2021 of its election to divert increases in minimum rates to the pension contribution rate for the period May 2, 2021 through May 1, 2022 and at least six (6) months prior to May 2, 2022 of its election to divert increases in minimum rates to the pension contribution rate for the period May 2, 2022 through May 1, 2023.

“All of the foregoing pension contribution rate increases in this Article 17.B.1. are contingent on the Pension Plan Trust Agreement providing, and continuing to provide, that pension contribution rates in excess of six percent (6%) are decoupled from the calculation of the writer's pension benefit or any benefit (including, without limitation, death benefits) paid on account of the writer's participation in the Pension Plan.

“The term “gross compensation,” as used herein, shall include ...”

* * * *

“Exhibit A to Article 17.B.1.

“Effective May 2, 2021, the Guild may elect to increase the pension contribution rate in Article 17.B.1. by one-half percent (0.50%). Should the Guild so elect, the increases in the minimum rates set forth in [Items 2.a. and 2.d. of this MOA] shall be reduced by one-half percent (0.50%) (to two and one-half percent (2.5%) for the minimum rates set forth in [Item 2.a. of this MOA] and to two percent (2.0%) for the minimum rates set forth in [Item 2.d. of this MOA]) for the period May 2, 2021 through May 1, 2022.

“Effective May 2, 2022, the Guild may elect to increase the pension contribution rate in Article 17.B.1. by three-quarters of one percent (0.75%). Should the Guild so elect, the increase in the minimum rates set forth in [Items 2.a. and 2.d. of this MOA] shall be reduced by three-quarters of one percent (0.75%) to two and one-quarter percent (2.25%) for the minimum rates set forth in [Item 2.a. of this MOA] and to one and three-quarters percent (1.75%) for the minimum rates set forth in [Item 2.d. of this MOA], and the increase in the minimum rates set forth in [Items 2.b., 2.c., and 2.e. of this MOA] shall be reduced by one-quarter percent (0.25%), to two and one-quarter percent (2.25%) for the period May 2, 2022 through May 1, 2023.

Make conforming changes as needed.

13. Paid Parental Leave Fund (WGA Proposal No. 38)

Add a new Article 71 to establish a Paid Parental Leave fund, funded by employer contributions and administered by the Writers Guild-Industry Health Fund as follows:

“ARTICLE 71 - PAID PARENTAL LEAVE FUND

“The parties shall agree to recommend to the Trustees of the Writers Guild-Industry Health Fund to establish a Paid Parental Leave Fund to provide eligible writers with a paid leave benefit for the purpose of bonding with a newborn child, newly adopted child or newly placed foster child. The Paid Parental Leave Fund shall be jointly administered by the trustees of the Writers Guild-Industry Health Fund and shall be funded through Company contributions of one-half percent (0.5%) of writer’s gross compensation, as that term is defined in, and subject to the same ceilings and exceptions provided for in, Article 17.B.1., effective May 2, 2020. No additional contributions shall be required of any Company at any time to support the Fund. No funds from the Writers Guild-Industry Health Fund or the Pension Fund shall be used to support the Paid Parental Leave Fund.

“Benefits from the Fund are to be provided no earlier than May 2, 2021. Benefits shall be available for leaves taken within one year of the birth, adoption or placement of the writer’s child. The benefit shall be available to any writer who earns eligibility for health coverage through the Writers Guild-Industry Health Fund or who has eligibility for health coverage through Extended Care Points, under the criteria established by the Trustees of the Writers Guild-Industry Health Fund. The paid benefit provided hereunder shall be coordinated with any income replacement benefit to which the employee may be entitled under local, state or federal law, subject to rules to be developed and adopted by the Health Fund trustees. Tax obligations shall be the responsibility of the recipient of any benefit.”

14. Renew Showrunner Training Program (WGA Proposal No. 40)

Modify Article 66 “Training Program for Episodic Television” as follows:

“ARTICLE 66 - TRAINING PROGRAM FOR EPISODIC TELEVISION WRITERS

...
“The Companies and the Networks (the latter consisting collectively of American Broadcasting Companies, Inc., CBS Broadcasting Inc., National Broadcasting Company, Inc. and NBC Studios, Inc. ~~NBCUniversal Media, LLC and Universal Television LLC~~) will contribute in the aggregate the following sums to the WGA-supervised fund, to be used as funding for the purpose of implementing the Training Program described herein: (A) a payment of \$250,000 to be made within thirty (30) days following ratification of this ~~2017-2020~~ WGA Theatrical and Television Basic Agreement ~~or within thirty days after May 2, 2017, whichever is later,~~ and (B) thereafter, two additional payments in the amount of \$250,000 each, to be paid upon the respective effective date of the second and third regularly-scheduled minimum increases during the term of this Basic Agreement.”

Make conforming changes as needed.

15. Eliminate Trainee Wage Rates, Revisions to Article 38 (WGA Proposal Nos. W41, W48)

Modify Article 38 to (1) eliminate trainee wage rates; and (2) eliminate unused or obsolete provisions as follows:

“ARTICLE 38 – NON-DISCRIMINATION

“A. POLICY AND NEW PROGRAMS

"1. The parties to this Basic Agreement agree that, to the extent provided by applicable federal and state statutes only, there shall be no discrimination due to sex, age, race, religion, sexual orientation, marital status, gender identity, color, creed, national origin or disability.

"2. In accordance with this policy, the Company reaffirms and agrees to continue its policy of such non-discrimination in employment of writers hereunder.

"The Company agrees to explore with the Guild's Equal Employment Officer new affirmative action programs to increase employment opportunities and the availability of writing assignments for writers in the "protected classes," as defined in this Article, in the fields of television and theatrical motion pictures.

"In addition, each Company will designate one or more high level creative, production or programming executives to meet on an individual Company basis at least once per year with members of the WGA West and WGA East, who have been designated by the Board of Directors of WGA West and Council of WGA East. Each such meeting will be held at the request of the WGA or the Company, and any subject that the WGA members or Company executives wish to discuss relating to diversity and the Company's anti-harassment policies will be suitable for discussion. Additional meetings may be scheduled by mutual agreement of the Company and the Guild. Upon mutual agreement, the parties may seek the involvement and participation of SAG-AFTRA and the DGA.

"3. In accordance with this policy, the Guild reaffirms and agrees to continue its policy of such non-discrimination with respect to admission to membership and rights of membership.

"4. All of the foregoing and its application is subject to the individual writer, the WGA and Company's First Amendment and creative rights and protections.

"B. REPRESENTATIVES

"1. The Company shall designate an individual as Equal

Employment Officer and such individual's name, address and telephone number shall be forwarded in writing to the Guild.

- "2. WGA shall designate an individual as Equal Employment Officer and such individual's name, address and telephone number shall be forwarded in writing to the Company.
- "3. The individuals named pursuant to subparagraphs 1. and 2. above shall be responsible for the full implementation of their respective commitments hereunder.

~~"C. HUMAN RESOURCES COORDINATING COMMITTEE~~

~~"The Human Resources Coordinating Committee shall meet upon request of either the Companies or the Guild. The Committee shall consist of no fewer than twelve (12) persons: six (6) representatives of the WGA and six (6) representatives selected by participating Companies. A quorum of such Committee shall be six (6): three (3) representatives of the WGA and three (3) representatives of participating Companies. The Companies' representation as a whole and the Guild representation as a whole each constitute a vote of one (1). The purpose of this Committee is as follows:~~

- ~~"1. to establish the Data Submission Program and to analyze and review employment data submitted thereunder; and~~
- ~~"2. to establish and supervise the Writers' Training Program; and to review the continuing operation of such program to ensure compliance with the established criteria and procedures; and~~
- ~~"3. to explore and consider additional programs, the primary purpose of which would be to enhance and expand employment in writing capacities for members of minority groups, women, the physically handicapped and writers in the protected age group (forty (40) years of age and older) in the motion picture and television industry:~~

~~"The Committee shall have the authority to hear claims and/or disputes (except for those claims and/or disputes for compensation under Article 38.F.2.a. below) arising pursuant to the Data~~

~~Submission Program and Writers' Training Program, and make recommendations for the resolution thereof.~~

“C.D. DATA SUBMISSION PROGRAM

- “1. The Company shall submit to WGA, within thirty (30) days after each calendar quarter, a report containing the information in the standardized form provided under Article 38.D.2. below regarding writers employed by Company under this Agreement during the preceding calendar quarter. The WGA will not unreasonably deny a request by such Company for an extension of time for submission of the first such report.

- “2. The Company will submit the above data on the following standard form, which has been agreed to by the parties. The Guild shall, within ten (10) days after completion of same, supply the Company with a copy of the data it has compiled from the Company's standard report form.

“If there is confusion as to the identity of a writer listed on the Company's report because two (2) or more writers have the same first and last name, then Company shall, upon request of the Guild, furnish to the Guild such writer's social security number, if known to the Company, or the employer identification number of such writer's loan-out company.

~~“The WGA and the Companies agree that they will continue to bargain in good faith through the HRCC and its Data Program Subcommittee regarding a computerized or electronic reporting system, and that the HRCC may implement such a system during the term of the 2017 Basic Agreement, so long as the data reported is as comprehensive as set forth in the standard form below. Before such a system is implemented and becomes operative, the Company is required to use the paper version of the standard form as set forth below. The foregoing does not preclude the WGA from agreeing to a computerized or electronic reporting system on a Company-by-Company basis at any time during the term of the 2017 Basic Agreement.~~

DATA SUBMISSION PROGRAM REPORT (WGAW)

COMPANY: _____

PERIOD COVERED: _____ **QUARTER:** _____

EMPLOYMENT CATEGORIES **NAME(S) OF WRITER(S)**

A. TELEVISION

1. FREELANCE - STORY*
2. FREELANCE - TELEPLAY*
3. STAFF - STAFF WRITERS
4. STAFF - STORY EDITOR
5. STAFF - WRITER/PRODUCER
6. DEVELOPMENT DEAL

B. THEATRICAL

1. FREELANCE
2. DEVELOPMENT DEAL

Submitted by: _____
(Print name) (Title)

Signed: _____

Dated: _____

***Includes staff writers with story and/or teleplay assignments.**

“3. In the event that Company fails to submit the report within the time specified in subparagraph 1. above, the Guild may send a written notice of delinquency to the Company's Equal Employment Officer requesting submission of the report within ten (10) working days of receipt of the notice. It is recognized that while Company shall be obligated to make reasonable efforts to ascertain the required data,

subject to any legal restrictions applicable thereto, there may be individual circumstances when Company will be unable to secure the data or vouch for its accuracy.

“ED. SCRIPT SUBMISSION PROGRAM

“[The WGA exercised its right to terminate this Program during the term of the 1988 Basic Agreement.]

“F. WRITERS’ TRAINING PROGRAM

~~“WGA and Company acknowledge the desirability of bringing new writers of diverse backgrounds into the entertainment industry, enhancing the training opportunities of aspiring writers with a primary emphasis on providing opportunities to aspiring writers in the following categories: women, ethnic minorities, physically handicapped and writers in the protected age group (forty (40) years of age or older). For that purpose, a voluntary training program may be established on a Company-by-Company basis under which new writers will train with professional writers under the terms and conditions provided below. Employment of a trainee by Company pursuant to this program will be limited to one such trainee for each episodic series produced by Company, which series is in the second or any subsequent year of production. The Human Resources Coordinating Committee shall establish the criteria for participation by the Companies and trainees in the program. The WGA may waive any such criteria on a case-by-case basis to accommodate the needs of the trainee or Company.~~

~~“1. — An individual employed as a trainee at the rates set forth below may perform, under the immediate supervision of a professional writer, assigned writing services with an emphasis on the development of the fundamental writing skills of a professional writer.~~

~~“2. — a. — Company may employ as a trainee on a term basis an individual who has not previously sold any literary material under, or been employed pursuant to, this MBA or any of its predecessor MBAs (1) for a term of six (6) consecutive weeks with six (6) weeks guaranteed at a minimum weekly rate of compensation as follows:
“\$1,038 from May 2, 2017 to May 1, 2018;~~

~~“\$1,064 from May 2, 2018 to May 1, 2019; and~~

~~“\$1,091 from May 2, 2019 to May 1, 2020~~

~~and at the Company's option (2) for an additional term of fourteen (14) consecutive weeks with an additional fourteen (14) weeks of guaranteed employment at a minimum weekly rate of compensation as set forth in subparagraph 2.a.(1) above. The employment relationship will normally terminate after such twenty (20) week period; however, a trainee may be continued if the Company so elects pursuant to the terms and conditions of Article 13.A.15. and 13.B.7.s.(3) as though such individual had not previously been employed under any Guild MBA. The parties recognize that the time provisions set forth above may not be adequate to serve the needs of the trainees, Companies, WGA or program and agree that the time provisions may be modified by consent of (i) the Guild and the Company and/or (ii) the Human Resources Coordinating Committee.~~

~~“b. In no event shall a trainee be employed at the trainee minimum to render or to perform services for which the Company would otherwise have utilized a writer under the Agreement.~~

~~“3. In the event trainee elects to discontinue participation in the program, Company's obligation to pay trainee pursuant to subparagraph 2.a. above shall extend only to the weeks during which trainee participates in the program:~~

~~“4. In the event the television series to which trainee has been assigned is either cut back or cancelled, trainee's employment on said series shall continue for one (1) week beyond the final week of production. Company will use its best efforts to reassign trainee to another television series in order to enable trainee to complete the training program:~~

~~“5. The trainee shall be listed as a participating writer in accordance with the provisions of Television Schedule A on the Notice of Tentative Writing Credits submitted to the~~

~~Guild following production of the script and there shall be an automatic credit arbitration to determine writing credits.~~

~~“a. In the event a trainee receives a share of writing credit, the trainee shall be paid the full applicable minimum compensation due as determined by the writing credit. This compensation shall be in addition to the compensation the trainee receives pursuant to the training program.~~

~~“b. The trainee shall, upon receiving a share of the writing credit, be eligible for full membership in the Guild. Notwithstanding the foregoing, the trainee shall be eligible at his/her option for continued participation in the program in accordance with the provisions set forth in subparagraph 2. above.~~

~~“6. Employment as a trainee shall not constitute employment within the meaning of Article 6 - Guild Shop, except if the trainee elects membership in the Guild pursuant to subparagraph 5.b. above.~~

~~“7. Company shall notify WGA of all trainees employed pursuant to this Writers' Training Program, setting forth the trainee's name, address, ethnicity or other characteristics as described in the first sentence of this Article 38.F. and the title of the series to which trainee is assigned. This notification shall be within a reasonable period of time prior to the start date of trainee's employment, not to exceed two (2) weeks and shall include trainee's resume. The transmission of such data, including the trainee's resume, shall be made in accordance with all applicable state and federal statutes.~~

~~“8. The minimums specified in subparagraph 2. above shall not be deemed "compensation" for purposes of Article 17 of this Agreement. Notwithstanding the foregoing, to the fullest extent possible under Company's individual Health and Welfare plans, trainee shall be included under the coverage of such Plans for the duration of trainee's participation in this program.~~

~~“9. A maximum of seventy-five (75) persons (on an industry-wide basis) may be employed as trainees under this program during any calendar year:~~

~~“10. The Guild, for good faith reasons, may refuse entry to or disallow or terminate this training program on a Company-by-Company basis upon thirty (30) days written notice to Company.~~

“GE. ARBITRATION

“Claims and/or disputes relating to or arising from this Article 38 are not subject to the provisions of Articles 10 and 11 of this Basic Agreement, nor are they otherwise subject to arbitration, except that the matters listed in subparagraphs 1.; and 2. ~~and 3.~~ below shall be subject to Articles 10 and 11.

“1. Breaches of the reporting requirements of the Data Submission Program. For such breaches, the arbitrator may order the Company to submit the required reports. In addition, for an unjustified failure to submit a required report within the ten (10) day period specified in subparagraph ~~DC.3.~~ above, the arbitrator shall order damages of \$600 for the first such violation and damages of \$600 to \$1,500 for each subsequent failure to submit a required report.

“2. Breaches of the requirement to designate an Equal Employment Officer or failure, without justifiable reason, of such officer to meet with the Guild officer upon ten (10) days notice. The sole remedy which the arbitrator may impose for such failure is damages not to exceed \$5,000.

~~“3. Breaches of the payment requirements of Article 38.F.2.a.~~

“HF. The affirmative action provisions contained in this Article 38 are adopted in reliance upon the EEOC's affirmative action guidelines, codified in Title 29 CFR Part 1608. The Company and the WGA have conducted a reasonable self-analysis with respect to the employment of writers covered by this Agreement. This analysis has indicated that minorities (defined for purposes of Article 38 only as all persons not properly identified as "white (not Hispanic origin)" on EEO-1 reporting forms) constitute an undesirably low percentage of individuals who have worked under this Agreement. The Company and the WGA desire to maximize all protected groups' access to the employment opportunities covered by this Agreement. Based on the aforementioned statistical analysis, the

Company and the WGA conclude that there is a reasonable basis to take affirmative action. This affirmative action will insure that all groups have access to said employment opportunities. This affirmative action plan was initially dated June 2, 1982, and was modified as of March 1, 1985, as of August 8, 1988, as of May 2, 1992, as of May 2, 1995, as of May 2, 1998, as of May 2, 2001, as of November 1, 2004, as of February 13, 2008, as of May 2, 2011, as of May 2, 2014, ~~and~~ as of May 2, 2017; and as of May 2, 2020. The plan is temporary, will be re-examined with each successive collective bargaining agreement, is not intended to maintain a racial balance, is not intended to require the employment of any particular person or person of any particular race or national origin for any particular employment opportunity, but is simply designed to create training and employment opportunities for persons of all protected groups. This plan is voluntarily entered into by the Company and the WGA. It is under no circumstances designed to require the Company to hire unqualified persons.”

Make conforming changes as needed.

16. Arbitrators (WGA Proposal No. 50)

Modify the arbitrator lists in Article 11.C.2.e.(3), Article 11.E.4., Article 11.F.5.a.(7), Article 11.G.5. and Paragraph 26.a.(3) of Theatrical Schedule A as follows:

- A. Add the following arbitrators to all Los Angeles lists: Gail Migdal Title, Greg David Derin and Najeeb Khoury.
- B. Remove the following arbitrators from all Los Angeles lists: Tom Christopher, Michael Rappaport and Barry Winograd.
- C. Add the following arbitrators to the New York lists: Melinda G. Gordon, Carol Wittenberg and Daniel Brent.
- D. Remove the following Arbitrator from the New York list: George Nicolau.

Make conforming changes as needed.

17. **Renew Tri-Guild Audit Program** (WGA Proposal No. 51)

Modify the Unpublished Sideletter re Funding of Tri-Guild Audit Program as follows:

“UNPUBLISHED SIDELETTER RE FUNDING OF TRI-GUILD AUDIT PROGRAM

“As of July 1, 2020

“Russell Hollander
National Executive Director
Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046

“David P. White
National Executive Director
SAG-AFTRA
5757 Wilshire Boulevard
Los Angeles, California 90036

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“Re: Funding of Tri-Guild Audit Program

“Gentlemen:

“During the ~~2017~~2020 negotiations, the Companies agreed with the Directors Guild of America (“the DGA”), Screen Actors Guild - American Federation of Television and Radio Artists (“the SAG-AFTRA”) and the Writers Guild of America, West, Inc., on behalf of itself and the Writers Guild of America, East, Inc., (“the WGA”) that the Companies would be responsible for payment of certain professional accounting fees for services rendered by independent auditors in monitoring compliance with those residual payment requirements contained in the Directors Guild of America Basic Agreement, the Directors Guild of America Freelance Live and Tape Television Agreement, the Producer - SAG-AFTRA Codified Basic Agreement, the SAG-AFTRA Television Agreement and the Writers Guild of America Theatrical and Television Basic Agreement which are based in whole or in part on a gross receipts formula (hereinafter referred to as “the Tri-Guild Audit Program”).

“Specifically, the parties agree to the following:

- “(1) The Companies shall pay, as prescribed in subparagraph (2)(a) below, the professional accounting fees of the independent auditors for the accounting services they render under the Tri-Guild Audit Program between July 1, ~~2017~~2020 and June 30, ~~2017~~2023, in an amount up to \$371,000 for the period July 1 through June 30 of each year of the Agreement, and no more than an aggregate amount of \$1,113,000 during the term of this Agreement; provided, however, that unused amounts in the first or second year of this Agreement may be carried over for use in the second or third year of this Agreement.
- “(2) On a quarterly basis, commencing with the quarter following the date upon which the AMPTP receives notice of ratification of the agreement from SAG-AFRA and the WGA, whichever is later, Companies, through the auspices of the AMPTP, shall remit payment to the independent auditors in accordance with the following:¹
 - “(a) The Companies’ share of such fees shall be obtained by multiplying the accounting fees by a fraction, the numerator of which is \$371,000 and the denominator of which is \$514,487. In no event shall the payment required by the Companies hereunder exceed the amounts provided in subparagraph (1) above.
 - “(b) Payment shall be made only upon receipt from the Guilds of proper documentation showing that fees have been incurred for the purpose described herein.
- “(3) Each Guild commits to pay an equal share of the professional accounting fees of the independent auditors for the accounting services they render under the Tri-Guild Audit Program between July 1, ~~2017~~2020 and June 30, ~~2020~~2023, in an amount not less than \$47,829 for the period July 1 through June 30 of each year of the Agreement.
- “(4) Each Guild’s participation in the Tri-Guild Audit Program shall be considered a settlement of its potential claims for royalty distributions from the Copyright Royalty Tribunal as to motion pictures produced through the expiration date of the successor agreement to the collective bargaining agreement(s) between such Guild and the AMPTP in effect on July 1, ~~2017~~2020.²¹ Such settlement shall, however, be subject to the

¹ Should one or more of the participating Unions not reach agreement with the AMPTP for successor collective bargaining agreements to the 2017 agreements to be effective on or before

provisions of Article 21 of the DGA Basic Agreement in the case of the DGA, to the provisions of Section 5.3 of the SAG-AFTRA Codified Basic Agreement in the case of SAG-AFTRA and to Article 59 of the WGA Theatrical and Television Basic Agreement in the case of the WGA.

- “(5) The Guilds shall jointly determine how the compliance monitoring function shall be performed. However, such monitoring shall be in accordance with the monitoring rights granted to each Guild under the applicable provisions of its collective bargaining agreement(s).
- “(6) The monitoring function shall be undertaken jointly by the Guilds, whenever feasible, and shall include monitoring of both AMPTP-represented Employers and non-AMPTP-represented Employers.

“Sincerely,

“Carol A. Lombardini

“ACCEPTED AND AGREED:

“DIRECTORS GUILD OF AMERICA, INC.

Russell Hollander

“SAG-AFTRA

David P. White

July 1, 2020, the Companies shall only be required to remit one-third of the quarterly amount owed for each Union which has ratified its successor collective bargaining agreement at that time.

² In the case of the WGA, "May 2, ~~2017~~2020" shall be substituted for "July 1, ~~2017~~2020."

**“WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

David J. Young”

Make conforming changes as needed.

18. Permit Direct Deposit of Residuals (WGA Proposal No. 52)

Add the following Sideletter to the 2020 MBA:

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“Re: Direct Deposit of Residuals

“Dear David:

“Reference is made to Articles 15.A.3.f., 15.B.4., 15.B.13.e., 51.C.6. and 64.E.1. of the MBA, as well as Article 13.B.5.a.(11) of Appendix A to the MBA and Paragraph 2.b.(3) of Appendix C to the MBA, all of which refer to payment of residuals to writers by check.

“The parties agree that, as an alternative to making such residual payments by check, a Company may enter into an agreement with the Guild to allow for direct deposit of residual payments to writers, with the mechanics to be discussed by the individual Company and the Guild.

[Signature blocks omitted.]”

Make conforming changes to Articles 15.A.3.f., 15.B.4., 15.B.13.e., 51.C.6. and 64.E.1. of the MBA, as well as Article 13.B.5.a.(11) of Appendix A to the MBA and Paragraph 2.b.(3) of Appendix C to the MBA by adding the following footnote to each of those provisions where they reference payment by check:

“^[FN] See Sideletter at page ____, which permits a Company to enter into an agreement with the Guild for payments via direct deposit in lieu of issuing checks.”

19. **Broadcast Syndication Sales of Dramatic Programs (Producers’ Proposal No. 1)**

a. *Modify Articles 15.B.1.b., Section G.1. of Appendix B, Paragraph 2.b. of Appendix C and Paragraphs 2.b.(4)(e) and 3.b.(4)(c) of the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

1. *Add a new paragraph “e.” to Article 15.B.1. to provide as follows:*

“e. Broadcast Syndication Sales of Dramatic Programs

“If Company, on or after July 1, 2020, licenses a dramatic television motion picture or series made for free television (other than a program or series made for broadcast syndication, except for a program made for The CW when sold in broadcast syndication other than to The CW) for exhibition in broadcast syndication in the United States and/or Canada, Company shall pay to the credited writer(s) a percentage residual of two percent (2%) of the Company’s ‘accountable receipts,’ as defined in Article 51.C.1.a. of the MBA, derived therefrom, in lieu of the payments required under any other provision of the MBA (or any prior MBA as applicable), including but not limited to Article 15.B.1.b.(2)(c) and to Article 15.B.1.b.(4) for any residual otherwise owed based on the exploitation of the television series sequel rights. It is understood that no payment shall be made to the writer with separated rights as an exploitation of the television sequel rights. The pro rata share payable to each credited writer shall be the same as provided in Article 51.C.5. The provisions of this subparagraph e. apply to all television motion pictures produced on or after July 1, 1971 for which a fixed residual or higher percentage residual would otherwise be payable.

“The foregoing does not apply to residuals for reruns of dramatic free television motion pictures in network prime time as provided in MBA Article 15.B.1.(b)(2)(a). In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and includes an option to license all subsequent seasons of the series also to broadcast

syndication. Because the license agreement is in effect before July 1, 2020, the sale of all seasons of the series pursuant to the options under the license agreement would not be covered by this provision.

“Company will prepare an annual statement of Company’s gross receipts for dramatic television motion pictures and programs described in the first paragraph of this provision which have been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter and any other consideration received by Company from the licensing to broadcast syndication of such motion pictures and programs and may be inspected by the Guild at the premises of Company upon notice by the Guild. The information provided by Company to the Guild, or made available for its inspection, will be treated by the Guild as confidential and appropriate arrangements will be made by the Guild to safeguard the confidentiality of that information.”

Make conforming changes, including by modifying footnote 9 on page 145 to add: “See Article 15.B.1.e. at pages [currently page 151] for special provisions governing broadcast syndication sales of dramatic programs under a license agreement entered into on or after July 1, 2020.”

2. *Modify Section G.1. of Appendix B to provide as follows:*

“G. Release in Other Media

“1. Free Television²

- “a. Except as otherwise provided herein, if a covered program is broadcast on free television, the Company shall pay to the credited writer(s) for the first such broadcast the applicable second run fee under Article 15.B. (or under Appendix A, where applicable) for such broadcast, and any subsequent

² See also the provisions of the Sideletter to Article 15.B., Appendix A, Appendix B and Appendix C Re: License of Free Television, Basic Cable or Pay Television Motion Pictures to Secondary Digital Channels at page 614, and Sideletter Re: Syndication Licenses for Canada Only at page 617.

broadcasts of such program shall be governed by that rerun formula; provided, that with respect to telecasts outside the United States and Canada, the foreign telecasting formula in Article 15.B.2. (or in Appendix A, when applicable) shall apply in lieu of the foregoing.

“b. Broadcast Syndication Sales of Covered Dramatic Programs

“If Company, on or after July 1, 2020, licenses a dramatic television motion picture or series covered by this Appendix B for exhibition in broadcast syndication in the United States and/or Canada, Company shall pay to the credited writer(s) a percentage residual of two percent (2%) of Company’s ‘accountable receipts,’ as defined in Article 51.C.1.a. of the MBA, derived therefrom, in lieu of the payments required under any other provision of the MBA (or any prior MBA as applicable), including but not limited to Article 15.B.1.b.(2)(c) and to Article 15.B.1.b.(4) for any residual otherwise owed based on the exploitation of the television series sequel rights. It is understood that no payment shall be made to the writer with separated rights as an exploitation of the television sequel rights. The *pro rata* share payable to each credited writer shall be the same as provided in Article 51.C.5. The provisions of this subparagraph b. apply to all covered dramatic programs for which a fixed residual or higher percentage residual would otherwise be payable.

“The foregoing does not apply to residuals for reruns of covered dramatic programs in network prime time as provided in subparagraph a. above. In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and includes an option to license all subsequent seasons of the series also to broadcast syndication. Because the license agreement is in

effect before July 1, 2020, the sale of all seasons of the series pursuant to the options under the license agreement would not be covered by this provision.

“Company will prepare an annual statement of Company’s gross receipts for covered dramatic programs which have been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter and any other consideration received by Company from the licensing to broadcast syndication of such covered dramatic programs and may be inspected by the Guild at the premises of Company upon notice by the Guild. The information provided by Company to the Guild, or made available for its inspection, will be treated by the Guild as confidential and appropriate arrangements will be made by the Guild to safeguard the confidentiality of that information.”

3. *Add a new subparagraph (7) to Paragraph 2.b. of Appendix C to provide as follows:*

“(7) Broadcast Syndication Sales of High Budget Dramatic Programs Made for Basic Cable

“If Company, on or after July 1, 2020, licenses a high budget dramatic program or series made for basic cable for exhibition in broadcast syndication in the United States and/or Canada, Company shall pay to the credited writer(s) a percentage residual of two percent (2%) of Company’s ‘accountable receipts,’ as defined in Article 51.C.1.a. of the MBA, derived therefrom, in lieu of the payments required under any other provision of the MBA (or any prior MBA as applicable), including but not limited to subparagraph 2.b.(2) of Appendix C and Article 15.B.1.b.(2)(c) and to Article 15.B.1.b.(4) for any residual otherwise owed based on the exploitation of the television series sequel rights. It is understood that no payment shall be made to the writer with separated rights as an exploitation of the television sequel rights. The *pro rata* share payable to each credited writer shall be the same as provided in Article 51.C.5. The provisions of this subparagraph (7) apply to all programs for which a fixed residual or higher percentage residual would otherwise be payable.

“The foregoing does not apply to residuals for reruns of high budget dramatic programs made for basic cable in network prime time as provided in the penultimate paragraph of subparagraph 2.b.(2) of this Appendix C. In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and includes an option to license all subsequent seasons of the series also to broadcast syndication. Because the license agreement is in effect before July 1, 2020, the sale of all seasons of the series pursuant to the options under the license agreement would not be covered by this provision.”

“Company will prepare an annual statement of Company’s gross receipts for covered dramatic programs described in the first paragraph of this provision which have been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter and any other consideration received by Company from the licensing to broadcast syndication of such covered dramatic programs and may be inspected by the Guild at the premises of Company upon notice by the Guild. The information provided by Company to the Guild, or made available for its inspection, will be treated by the Guild as confidential and appropriate arrangements will be made by the Guild to safeguard the confidentiality of that information.””

Make conforming changes, including by modifying the first sentence of the third paragraph of Paragraph 2.b.(2) of Appendix C to provide: “If the program is exhibited on syndicated free television (except for exhibitions in syndication covered under Paragraph 2.b.(7) below and except for the first Canadian license, if it is for free television exhibition), residuals shall be paid for each run thereon as follows:”

4. *Add a new subparagraph (C) to Paragraph 2.b.(4)(e)(i) of the Sideletter on Literary Material Written for Programs Made for New Media to provide as follows:*

“(C) Broadcast Syndication Sales of Dramatic Derivative New Media Productions

“If Company, on or after July 1, 2020, licenses a dramatic Derivative New Media Production for exhibition in broadcast syndication in the United States and/or Canada, Company shall pay

to the credited writer(s) a percentage residual of two percent (2%) of Company's 'accountable receipts,' as defined in Article 51.C.1.a. of the MBA, derived therefrom, in lieu of the payments required under the MBA (or any prior MBA as applicable), including but not limited to Paragraph 2.b.(4)(e)(i)(A) above of this Sideletter and Article 15.B.1.b.(2)(c) and to Article 15.B.1.b.(4) of the MBA for any residual otherwise owed based on the exploitation of the television series sequel rights. It is understood that no payment shall be made to the writer with separated rights as an exploitation of the television sequel rights. The *pro rata* share payable to each credited writer shall be the same as provided in Article 51.C.5. The provisions of this subparagraph (C) apply to all dramatic Derivative New Media Productions for which a fixed residual or higher percentage residual would otherwise be payable.

"The foregoing does not apply to residuals for reruns of a dramatic Derivative New Media Production in network prime time as provided in subparagraph 2.b.(4)(e)(i)(B) above. In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and includes an option to license all subsequent seasons of the series also to broadcast syndication. Because the license agreement is in effect before July 1, 2020, the sale of all seasons of the series pursuant to the options under the license agreement would not be covered by this provision.

"Company will prepare an annual statement of Company's gross receipts for a dramatic Derivative New Media Production which has been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter and any other consideration received by Company from the licensing to broadcast syndication of such dramatic Derivative New Media Production and may be inspected by the Guild at the premises of Company upon notice by the Guild. The information provided by Company to the Guild, or made available for its inspection, will be treated by the Guild as confidential and appropriate arrangements will be made by the Guild to safeguard the confidentiality of that information.

Make conforming changes, including by modifying the first sentence of Paragraph 2.b.(4)(e)(i)(A) to provide: "Except with respect to exhibition of Derivative New Media Productions that are more than fifteen (15)

minutes in length in network prime time as provided in subparagraph (B) below and with respect to broadcast syndication of dramatic Derivative New Media Productions as provided in subparagraph (C) below, ...”

5. Add a new subparagraph (C) to modify Paragraph 3.b.(4)(c)(i) of the Sideletter on Literary Material Written for Programs Made for New Media to provide as follows:

“(C) Broadcast Syndication Sales of Dramatic Original New Media Productions

“If Company, on or after July 1, 2020, licenses a dramatic Original New Media Production for exhibition in broadcast syndication in the United States and/or Canada, Company shall pay to the credited writer(s) a percentage residual of two percent (2%) of Company’s ‘accountable receipts,’ as defined in Article 51.C.1.a. of the MBA, derived therefrom, in lieu of the payments required under the MBA (or any prior MBA as applicable), including but not limited to Paragraph 3.b.(4)(c)(i)(A) above of this Sideletter and Article 15.B.1.b.(2)(c) and to Article 15.B.1.b.(4) of the MBA for any residual otherwise owed based on the exploitation of the television series sequel rights. It is understood that no payment shall be made to the writer with separated rights as an exploitation of the television sequel rights. The pro rata share payable to each credited writer shall be the same as provided in Article 51.C.5. The provisions of this subparagraph (C) apply to all dramatic Original New Media Productions for which a fixed residual or higher percentage residual would otherwise be payable.

“The foregoing does not apply to residuals for reruns of a dramatic Original New Media Production in network prime time as provided in subparagraph 3.b.(4)(c)(i)(B) above. In addition, the foregoing does not apply to a license agreement, including options, entered into prior to July 1, 2020. As an example, assume that a current license agreement covers the sale of the first and second seasons of a dramatic series to broadcast syndication and includes an option to license all subsequent seasons of the series also to broadcast syndication. Because the license agreement is in effect before July 1, 2020, the sale of all seasons of the series pursuant to the options under the license agreement would not be covered by this provision.

“Company will prepare an annual statement of Company’s gross receipts for a dramatic Original New Media Production which has

been licensed to domestic broadcast syndication pursuant to an agreement entered into on or after July 1, 2020. The annual statement will show cash, barter and any other consideration received by Company from the licensing to broadcast syndication of such dramatic Original New Media Production and may be inspected by the Guild at the premises of Company upon notice by the Guild. The information provided by Company to the Guild, or made available for its inspection, will be treated by the Guild as confidential and appropriate arrangements will be made by the Guild to safeguard the confidentiality of that information.”

Make conforming changes, including by modifying the first sentence of Paragraph 3.b.(4)(c)(i)(A) to provide: “Except with respect to exhibition of Original New Media Productions that are more than fifteen (15) minutes in length in network prime time as provided in subparagraph (B) below and with respect to broadcast syndication of dramatic Original New Media Productions as provided in subparagraph (C) below, ...”

- b. Modify the following Sideletters from the MBA (which also shall apply to prior MBAs) to apply only to licenses entered into on or before July 1, 2020: Sideletter No. 1 to Article 15.B.1.b.(2)(c) re: Waiver re Domestic Free Television Residuals for One-Hour Network and FBC Prime Time Dramatic Series and Sideletter No. 2 to Article 15.B.1.b.(2)(c) re: Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households.

Make conforming changes as needed.

20. **Residuals for Non-Dramatic Programs Made for Syndication (Producers’ Proposal No. 2)**

Modify Article 15.B.1.b. of Appendix A to the MBA as follows:

“APPENDIX A

...

“Article 15. Television Exhibition

“Article 15.B. shall provide with respect to programs covered by this Appendix A:

“1. Generally

...

“b. (1) The provisions of Article 15.B.1.b.(2)(a) (reruns over television network in prime time) shall not apply to programs covered by this Appendix A.

“(2) No residuals shall be payable during the first season of a non-network syndicated non-dramatic series with a budget of (a) \$200,000 or less per episode for series with episodes between 16 and 30 minutes in length, or (b) \$300,000 or less per episode for series with episodes between 31 and 60 minutes in length. During the second season of such series, residuals shall be payable at fifty percent (50%) of the amount otherwise due under Article 15.B.1.b.(2)(c) of the MBA. During the third and each subsequent season of such series, residuals shall be payable as provided in Article 15.B.1.b.(2)(c) of the MBA.”

Make conforming changes as needed.

21. **Residuals for Made-for-Television Motion Pictures or SVOD Programs When Initial Exhibition is on a Different Television Platform or in New Media (Producers’ Proposal No. 3)**

Add a Sideletter to the WGA MBA to provide as follows:

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: Sideletter on Residuals for Made-for-Television Motion Pictures or SVOD Programs When Initial Exhibition is on a Different Television Platform or in New Media**

“Dear David:

“During the 2020 negotiations, the parties discussed the residual formula that should apply in certain situations when a program or episode made for television (*e.g.*, free television, basic cable or pay television) or made for a subscription consumer pay new media (‘SVOD’) platform is, instead, initially exhibited in a different primary market.

“To resolve the complexity and uncertainty that arises in these circumstances, the parties agree that, in the event that a program made for television or an SVOD platform is exhibited on a different television or new media platform, the television or SVOD program is treated for residuals purposes as if it were made for the platform on which it is initially exhibited.¹ If the platform on which the program is subject to higher minimum initial compensation rates, the Company shall pay any additional initial compensation necessary to meet the minimums applicable to the platform of initial exhibition within thirty (30) days of initial exhibition.

“For example, a broadcast network orders a pilot and then orders seven episodes of the series that are intended for exhibition in network prime time. Before any episodes are broadcast on the network, the network decides that it does not want the series that has already been produced. Company then sells the series to an SVOD platform where the episodes (including the pilot) are initially exhibited. In that situation, the residuals are determined as if the episodes were made for the SVOD platform. (No adjustment of initial compensation is required in this situation since the minimum rates would have been no less than those of the SVOD platform.)

“It is understood that the foregoing applies to television motion pictures and SVOD programs produced under this and any prior MBA that have not had an initial release.

“The provisions of this Sideletter are experimental and shall expire on the termination date of the 2020 MBA.

“Sincerely,

“/s/ Carol A. Lombardini

Carol A. Lombardini
President, AMPTP

“ACCEPTED AND AGREED:

**“WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate
WRITERS GUILD OF AMERICA, EAST, INC.**

¹ Neither a limited theatrical exhibition under Paragraph (2) of Sideletter to Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media or a limited AVOD release under Paragraph 4.e.(6) of the Sideletter on Literary Material Written for Programs Made for New Media is intended as an exhibition in the primary market as provided in this Sideletter.”

“By: /s/ David J. Young
David J. Young, Executive Director”

Make conforming changes as needed.

22. HBO Max (WGA Proposal No. 16, Producers’ Proposal No. 5)

Add a Sideletter to the 2020 MBA to provide:

“SIDELETTER RE HBO MAX

“As of May 2, 2020

“David J. Young
Executive Director
Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California 90048

“**Re: HBO Max**

“Dear David:

“During the 2020 negotiations, the parties discussed a new media over-the-top (‘OTT’) platform called ‘HBO Max’ (‘Max’). The purpose of this Sideletter is to confirm the parties’ agreement concerning the application of the Agreement to Max.

“Max will offer over-the-top delivery of HBO’s pay television service and will carry all of that service’s programming (such programming, whether available on all, one, or any combination of the HBO linear service, HBO Go, and HBO Now, will be referred to collectively as the ‘Pay Television Service’). Max will also offer motion pictures and programs initially exhibited in theatrical and television markets (such motion pictures and programs will be referred to as ‘Library Content’). Finally, Max will offer original New Media productions made for initial exhibition on Max.

“Consumers can access Max by subscribing to Max directly. In addition, some subscribers to the Pay Television Service (such as subscribers to HBO Now and those who subscribe to HBO through DIRECTV, AT&T TV or AT&T U-verse TV, and other third party video distributors) will be given the opportunity to access Max at no additional charge by authenticating their Pay Television Service subscription and then accessing the Max platform via a log-in process. In the future, consumers may also be able to access and subscribe to Max through other means, since Max is actively negotiating with other carriers and services to offer Max through their respective platforms.

“Based on the foregoing facts, the parties reached the following understanding:

“1. All programs or motion pictures, including Library Content, made available or exhibited on the Pay Television Service and, therefore, made available on Max shall be treated as though exhibited on HBO’s over-the-top pay television service pursuant to the Sideletter re: Over-the-Top Service of Pay Television Service.

“2. Programs Made for HBO: With respect to programs made for initial exhibition on the Pay Television Service that are subject to Paragraph D. of Appendix B (*i.e.*, dramatic programs of a type generally produced for prime time network television and comedy-variety programs), the fixed residual payment set forth in Paragraph D.3.(a)(1) shall apply if the program is available on the Pay Television Service and, therefore, on Max during an exhibition year, even if the program is available on only one of those services or platforms during the exhibition year. The ‘first exhibition year’ shall commence on the earliest date that the program is first exhibited on the Pay Television Service and, therefore, on Max, and the same exhibition year shall apply to all platforms and services.

“3. Library Content: Except as provided in Paragraph 1 above, exhibition on Max of Library Content, the principal photography of which commenced on or after July 1, 1971, shall be subject to the percentage residual formula set forth in Paragraph 1.a. (‘License for Limited Period or Fixed Number of Exhibitions’) of the Sideletter on Exhibition of Motion Pictures Transmitted via New Media.

“4. Programs Made for Max: Programs made for initial exhibition on Max shall be considered programs made for a subscription consumer pay new media platform (‘SVOD’). The number of subscribers to Max for purposes of the Sideletter on Literary Material Written for Programs Made for New Media shall include those who subscribe to Max directly, as well as those who access Max by authenticating their Pay Television Service and logging in to the Max platform.¹

“Subscribers to the Pay Television Service who are not offered access to Max through their third-party video distributor, and who do not subscribe directly to Max, will not be included as a Max subscriber. Likewise, Pay Television subscribers who are given the opportunity to access Max at no additional charge, but who do not actually authenticate their Pay Television Service subscription or otherwise ‘opt in’ to access the Max platform, shall not be included as Max subscribers.

¹ Should access to Max be offered at no additional charge with the sale of a product or another subscription or service fee, only those individuals who log in to the Max platform will be counted as a Max subscriber. Further, individuals who access Max on a promotional basis at no additional charge for no more than thirty (30) days will not be counted as Max subscribers.

“The parties agree that HBO Max shall be considered to be a service with over five million (5,000,000) but fewer than twenty million (20,000,000) domestic subscribers during the period from May 2, 2020 to June 30, 2021. During the second and third years of the Agreement, the parties shall determine the subscriber tier effective July 1, 2021 and July 1, 2022, respectively, in accordance with the provisions of this Sideletter.

“The parties recognize that Max is a new and emerging platform, and that its business model is subject to change. Therefore, the provisions of this Sideletter shall expire on the termination date of the 2020 MBA and will be of no force and effect thereafter; however, this Sideletter shall continue to apply to programs, the principal photography of which commenced on or before the termination date of this Sideletter, or which were subject to a license agreement entered into on or before the termination date of this Sideletter. No later than sixty (60) days before the termination date of the 2020 MBA, the parties will meet to negotiate any changes to this Sideletter.

“The parties agree that programs made for HBO Max under a predecessor MBA to the 2020 MBA are programs made for a subscription video on demand service (and not programs made for pay television) and agree to withdraw and waive any current or future claim contending otherwise.

“Please indicate your concurrence with the foregoing by signing in the space for your signature set forth below.

“Sincerely,

“Carol A. Lombardini

“ACCEPTED AND AGREED:

**“WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

“By: _____
David J. Young
Executive Director”

Make conforming changes as needed.

23. **SVOD Subscriber Count (Producers' Proposal No. 6)**

- a. *Add a new Paragraph 4.h. in the Sideletter on Literary Material Written for Programs Made for New Media as follows:*

“h. Subscriber Count for High Budget SVOD Programs

- “(1) The number of domestic subscribers shall be determined as of July 1st of each year of the Agreement and shall apply for all purposes under Paragraph 4 of this Sideletter to a High Budget SVOD Program or episode of a High Budget SVOD series, the literary material for which is written on or after July 1st of the measuring year but not later than June 30th of the following year. The number of domestic subscribers so determined shall apply to the Program or the episode of the High Budget SVOD series in perpetuity.
- “(2) In addition to any other exclusion agreed to by the parties, the subscriber count for any subscription consumer pay platform shall exclude subscribers during any ‘free trial period’ of no more than thirty (30) days.
- “(3) The parties shall agree upon a methodology to determine the number of domestic subscriber whose subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music or free shipping.
- “(4) The following shall apply to a new subscription consumer pay platform that launches on or after the first Sunday following the AMPTP’s receipt of notice of ratification:
- “(a) Such platform is encouraged to enter into good faith discussions with the Guild prior to launch to reach agreement on the number of domestic subscribers to be attributed to that platform for purposes of applying the provisions of Paragraph 4 of this Sideletter pertaining to High Budget SVOD Programs.
- “(b) The number of domestic subscribers to a new subscription consumer pay platform shall be determined ninety (90) days after launch, and shall apply for the remainder of the measuring year (i.e., until the July 1st immediately following the 90th day after launch). Thereafter, the number of domestic subscribers shall be determined as of July 1st of

each year of the Agreement as provided in subparagraph h.(1) above.

“(c) Absent any agreement to the contrary between the new subscription consumer pay platform and the Guild:

“(i) Initial compensation and other terms and conditions for a High Budget SVOD Program, the literary material for which is written prior to the ninetieth (90th) day after the launch of a new subscription consumer pay platform, shall be those that are applicable to a High Budget SVOD Program made for a subscription consumer pay platform with fewer than 20 million domestic subscribers.

“(ii) Residuals for High Budget SVOD Programs, the literary material for which is written prior to the ninetieth (90th) day after launch, shall be calculated according to the number of domestic subscribers to the subscription consumer pay platform as of ninety (90) days after launch.”

Make conforming changes, including by deleting the last paragraph of Paragraph 4.e.2.(c) of the Sideletter on Literary Material Written for Programs Made for New Media, which is incorporated in the above provision and currently provides:

“The number of domestic subscribers shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of domestic subscribers that applies to the first episode of the season shall apply to the entire season in perpetuity.”

Make conforming changes as needed.

- b. It is understood that the subscriber tier applicable to a High Budget SVOD Program at the time that the literary material is written applies for all purposes in perpetuity, even if the number of subscribers to a platform subsequently changes and the platform subsequently changes to a different subscriber tier. The Guild agrees to withdraw existing claims and waive any current and future claims that allege that any future change in the subscriber tier applies to a High Budget SVOD Program after the initial determination of the applicable subscriber tier for the Program has already been made.

24. High Budget SVOD Programs Exhibited on a Related or Affiliated AVOD Platform (Producers' Proposal No. 7)

Modify Paragraph 4.e.(6) to the Sideletter on Literary Material Written for Programs Made for New Media as follows:

“(6) Except as provided in subparagraph (c) below: in the next paragraph,

“(a) Ffor subsequent exhibition of a High Budget SVOD Program on any free-to-the-consumer/advertiser-supported new media platform (other than a free-to-the-consumer/advertiser-supported new media platform that is related to or affiliated with the SVOD platform for which the High Budget SVOD Program is made), the Company shall make a residual payment equal to 2% of Company's "accountable receipts" as defined in Paragraph 3 of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media.

“Notwithstanding the foregoing, the Company 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.

[Moved text]

“(b) For subsequent exhibition of a High Budget SVOD Program on any free-to-the-consumer/advertiser-supported new media platform that is related to or affiliated with the SVOD platform for which the High Budget Program is made, the Company shall make a residual payment pursuant to Paragraph 2.b.(4) of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media as if such High Budget SVOD Program were a television motion picture, except that:

“(i) The residual base for calculating the fixed residual under Paragraph 2.b.(4)(A) of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media shall be the applicable “Base for High Budget SVOD Program Residual” under Paragraph 4.e.(2)(a) of this Sideletter.

“(ii) The twenty-six (26) consecutive week periods described in Paragraph 2.b.4.(A) and (B) of the Sideletter on Exhibition of Motion Pictures Transmitted Via New Media shall be measured from the date the High Budget SVOD Program is

first made available on the SVOD platform. Likewise, the one (1) year period described in Paragraph 2.b.4.(A) and (B) of that Sideletter shall be measured from the date the High Budget SVOD Program is first made available on the SVOD platform.

“(iii) The residual described in subparagraph (a) above (i.e., 2% of Company's “accountable receipts”) shall be payable if the High Budget SVOD Program is made available on the related or affiliated free-to-the-consumer/ advertiser-supported new media platform after the expiration of the one (1) year period following the date the High Budget SVOD Program is first made available on the SVOD platform.

“(c) Notwithstanding the provisions of subparagraphs (a) and (b) above, Company 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 any free-to-the-consumer/ advertiser-supported new media platform for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program.”

Make conforming changes as needed.

25. Air Travel (Producers’ Proposal No. 9)

Revise Article 21.A. of the MBA as follows:

“ARTICLE 21 - LOCATION EXPENSES (GENERAL)

“A. If a writer is required by the Company to perform services on any location sufficiently far away from the Company studio so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for first-class board and lodging, if available, while the writer is required to remain on any such location. The Company may, in any contract of employment between the Company and a writer, designate a reasonable daily maximum liability on the part of the Company for such board and lodging of the writer.

“If air transportation is required, coach class air travel shall be permissible in the following circumstances: (1) for domestic

flights that are less than 1,000 airline miles when the flight is non-stop from the departure point to the final destination point; (2) for non-stop flights between Los Angeles and Vancouver; and (3) ~~for non-stop flights that are less than 1,000 airline miles between the United States and Vancouver or between the United States and Toronto;~~ and (4) for interviews for prospective employment; provided that in each of the foregoing circumstances, Company must provide elevated coach class travel (*e.g.*, Economy Plus, Extended Leg Room, *etc.*) when available. Writers who travel by coach class shall be reimbursed by Company for baggage fees and costs of in-flight meals, provided that the writer submits to the Company a request for reimbursement with appropriate receipts within thirty (30) days after the flight. All other flights shall be business class when available and, if not available, first class.”

Make conforming changes as needed.

26. Limited Theatrical Exhibition (Producers’ Proposal No. 12)

The Guild agrees to give good faith consideration to requests to apply the Sideletter to Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media re: Limited Theatrical Exhibition with Admission Charge of Series Episode(s) or MOWs to programs made for home video under the same conditions that apply to long-form television motion pictures.

27. Increase High Budget Basic Cable Thresholds (Producers’ Proposal No. 13)

Modify Paragraph 2.a.(3) and 2.b. of Appendix C as follows:

“2. The rates and other conditions of employment or for the acquisition of literary material from a professional writer applicable to programs made for basic cable shall be as follows:

“a. The following shall apply except with respect to high budget dramatic programs, as defined in subparagraph 2.b. below:

* * *

“(3) The employment of a writer for a dramatic program one (1) hour or longer which is to be produced in the United States for basic cable television under a budget less than (i) \$530,000 (\$1,200,000 effective on the first Sunday following the AMPTP’s receipt of notice of ratification) for

a one (1) hour program; (ii) \$850,000 (\$1,500,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification) for a ninety (90) minute program; or (iii) \$1,250,000 (\$1,500,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification) for a two (2) hour or longer program (other than one covered by Paragraph 2.a.(2) above) shall be subject to the requirement that the Company notify the Guild of its intention to produce the program at least thirty (30) days prior to commencement of production.

“b. With respect to the terms and conditions for the employment of writers and the acquisition of literary material from professional writers (as defined in Article 1.C.1.b.) for ‘high budget’ dramatic programs and other programs to which Company has elected to apply this subparagraph 2.b., Company shall elect whether the provisions of subparagraphs 2.b.(2), (3) or (4) below shall apply. For purposes of this Appendix C, ‘high budget’ programs shall mean programs the negative costs of which equal or exceed the following amounts:

| | |
|-------------------|--|
| 15 minute program | \$ 150,000 (<u>\$ 300,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification</u>) |
| 30 minute program | \$ 285,000 (<u>\$550,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification</u>) |
| 60 minute program | \$ 530,000 (<u>\$1,200,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification</u>) |

| | |
|--------------------|--|
| 90 minute program | \$ 850,000 (<u>\$1,500,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification</u>) |
| 120 minute program | \$ 1,250,000 (<u>\$1,500,000 effective on the first Sunday following the AMPTP's receipt of notice of ratification</u>) |

“Except as otherwise provided herein, all terms and conditions of the ~~2017~~2020 Writers Guild of America Theatrical and Television Basic Agreement and all amendments and modifications thereto that are applicable to a dramatic program produced for first run syndicated free television and other programs to which Company has elected to apply this subparagraph 2.b. shall apply to such employment or acquisition.”

28. Email Notice of Tentative Writing Credits Under Television Schedule A (Producers' Proposal No. 19)

As soon as practicable on or after the effective date of the MBA, the parties agree to implement an agreement to allow Company to send notices by email to a participating writer under Paragraph 12 of Television Schedule A.

29. Late Scripts with CPSW (Producers' Proposal No. 20)

The parties agree to convene a meeting of the Committee on the Professional Status of Writers – Television to discuss solutions to the problems of late scripts in the production of episodic television. The meeting shall take place as soon as practicable after ratification of the Agreement

30. Related or Affiliated Entities of AMPTP Members (Producers' Proposal No. 23)

The Guild agrees that when an AMPTP member company seeks to add a related or affiliated entity as a signatory to the MBA and provides a guarantee for that entity, the entity shall be added as a signatory to the MBA, and not through a Letter of Adherence.

31. **Sick Leave Waivers Update (Producers' Proposal No. 24)**

Modify Article 70 as follows:

“ARTICLE 70 - WAIVER OF SICK TIME LAWS

“The Guild expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 et seq.); the New York State paid sick leave law of 2020 (Part J of Senate-Assembly Bill A9506-b/S7506-b, including subparagraph 9 of Part J); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (issued April 7, 2020); the Los Angeles County COVID-19 Worker Protection Ordinance; the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Guild and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

Make conforming changes as needed.

32. **Renew Sunset Clauses (Producers' Proposal No. 25)**

Renew Sunset Clauses as follows:

Except as otherwise provided herein, all of the provisions of the 2017 WGA MBA shall continue and all sunset clauses renewed for the term of the successor agreement. The foregoing includes, but is not limited to Sideletter No. 2 to Article 15.B.1.b.(2)(c), "Experiment in Syndication of Half-Hour Series in Markets Representing 50% or Fewer of U.S. Television Households" and the Sideletter to Article 15.B.13., Appendices A, B and C and the Sideletter on Literary Material Written for Programs Made for New Media re: Limited Theatrical Exhibition with Admission Charge of Series Episode(s) or MOWs.

Make conforming changes as needed.

33. **Sideletter Excluding COVID-19 Related Costs from Budget Thresholds (Producers' Proposal from 6-24-20)**

Add new Sideletter allowing certain COVID-19-related budget increases to be excluded from assessment of budget tiers:

"SIDELETTER RE COVID-19 RELATED COSTS

"As of June 30, 2020

"David J. Young
Executive Director
Writers Guild of America West, Inc.
7000 W. Third Street
Los Angeles, California 90048

"Re: COVID-19 Costs

"Dear David:

"During the 2020 negotiations, the parties discussed the increased costs that theatrical, television and new media productions will incur to implement various protocols related to the COVID-19 pandemic. Because these unprecedented costs are additive to the standard

production costs on which the parties negotiated the budget tiers in the MBA, the parties agree that these costs may be excluded from consideration of whether a theatrical or television motion picture or new media program falls within a given budget tier in the Basic Agreement (including in Arts. 13.A., 13.B.2. and 3, Appendix C, subpara. 2.b., and Para. 4.b. of the Sideletter on Literary Material Written or Programs Made for New Media).

"Such excluded costs shall be limited to expenditures directly related to prevention and monitoring of COVID-19, including the following: health screening, testing, personal protective equipment, salaries of COVID-19 compliance monitor(s), COVID 19-related cleaning costs, portable hand washing stations and additional bathroom units. Costs not directly related to prevention and monitoring, such as compensation for writers, directors or actors replacing others on sick leave, shall not be considered excluded costs for the purposes of this Sideletter.

"Within a reasonable time after the expiration of each calendar or fiscal quarter, but not exceeding sixty (60) days, the Company will furnish or caused to be furnished to the Guild a written, unredacted report itemizing the costs excluded under this Sideletter for all programs that would have been put into a higher budget tier but for this exclusion.

"In the event that the AMPTP enters into a different agreement regarding the subject of this Sideletter (*i.e.*, the scope of COVID-related costs to be excluded from determining the budget tiers), with the Directors Guild of America, Inc. ("DGA") for its DGA Basic Agreement of 2020 and the DGA Freelance Live and Tape Television Agreement of 2020 and/or with the Screen Actors Guild--American Federation of Television and Radio Artists ("SAG-AFTRA") for its SAG-AFTRA Codified Basic Agreement of 2020 and the 2020 SAG-AFTRA Television Agreement, the parties agree to apply that agreement to determine the budget tiers for productions under the MBA on a consistent basis with the other agreements referenced in this paragraph.

"Sincerely,

"By: /s/ Carol A. Lombardini
Carol A. Lombardini
President, AMPTP

"ACCEPTED AND AGREED:

**"WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.**

"By: /s/ David J. Young
David J. Young
Executive Director, WGAW"

34. Confirmation of New Media Rights Included in TV Separated Rights (Producers' Proposal Made 6-24-20)

Confirm that television rights, series sequel rights and MOW sequel rights in Article 16.B.2. include new media rights for all programs, the literary material of which was written under any predecessor MBA to the 2008 MBA.

AGREED AND ACCEPTED:

WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate,
WRITERS GUILD OF AMERICA, EAST, INC.



David J. Young

The named respective signatory companies represented by the
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, INC.



Carol A. Lombardini

AMERICAN BROADCASTING COMPANIES, INC.,
an indirect wholly-owned subsidiary of ABC, Inc.

CBS BROADCASTING INC.

NBCUNIVERSAL MEDIA, LLC
and **UNIVERSAL TELEVISION LLC**