

Sideletter No. 6

As of July 1, 2002

J. Nicholas Counter III
Alliance of Motion Picture & Television Producers, Inc.
15503 Ventura Boulevard
Encino, California 91436

Dear Mr. Counter:

It is hereby agreed between us with respect to production by the Company of entertainment programs primarily for the basic cable market which are not covered under Article 31 of this Agreement, the following provisions shall apply:

1. With respect to hiring after July 1, 2002 and pending agreement on other conditions pursuant to Paragraph 2. below:
 - (a) The employment of a Director for a dramatic program one (1) hour or longer produced in the United States under a budget less than (i) \$831,539 for a one (1) hour program; (ii) \$2,217,436 or less for a program longer than one (1) hour but not longer than two (2) hours; and (iii) for a program longer than two (2) hours, \$2,217,436 for the first two (2) hours and \$1,108,718 for each additional hour or portion thereof, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Company shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.
 - (b) The employment of a Director for a program covered by this Sideletter No. 6 (other than one covered by Paragraph 1.(a) above), produced within the metropolitan areas of Los Angeles or New York, or any Director hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health and Welfare Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by

supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production

- (c) In the event that, on any such program, there are Associate Director or Stage Manager duties to be performed which are not performed by the Director and which in free television would necessitate the assignment of an Associate Director or Stage Manager, such Employee shall be subject to the Guild Shop provisions of this Agreement and the provisions of Articles 11 and 12 relating to the Pension and Health and Welfare Plans. In addition, Company shall advise the Guild of the employment of any Associate Director or Stage Manager by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation.
- 2.
- (a) Either the Guild or Company may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to such programs. The parties agree to commence such negotiations promptly within thirty (30) days of receipt of such notice.
 - (b) Any agreement reached pursuant to subparagraph (a) above shall not be retroactive nor shall it modify the terms of employment under individual contracts then existing, except with respect to minimum rates.
 - (c) If no agreement is reached within sixty (60) days after bargaining has commenced, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to such programs. In such event, neither subparagraph 1.(a) nor subparagraph 1(b) hereof shall be applicable.

Sincerely,

Jay D. Roth
National Executive Director

Agreed:

J. Nicholas Counter III