

THEATRICAL DIRECTORS - LOW BUDGET SIDELETTER 7/1/12 to 6/30/13

<p>Levels 1 & 2: On motion pictures with budgets equal to or less than \$2,600,000: The Director's initial compensation, daily rate and preparation time will be subject to negotiation between Employer and the Director.</p>
<p>Level 3: On motion pictures with budgets greater than \$2,600,000 but equal to or less than \$3,750,000: The Director's initial compensation shall be no less than \$75,000 for a minimum guarantee of 13 weeks. The minimum compensation for a Second Unit Director is \$1,500 per day.</p>

<p>Level 4A: On motion pictures with budgets greater than \$3,750,000 but equal to or less than \$8,500,000, Directors, including 2nd Unit Directors, may be paid discounted salary no less than 75% of the applicable minimum salary in Article 3 of the BA (as follows):</p>	<p>Rates Effective July 1, 2012 to June 30, 2013</p>
Weekly Salary @ 75%	\$12,598
Guaranteed Preparation Period	2 Weeks
Guaranteed Employment Period	10 Weeks
Guaranteed Cutting Allowance	1 Week
Compensation for Days Worked Beyond Guarantee	\$2,520
Daily Employment Where Permitted	\$3,149

<p>Level 4B: On motion pictures with budgets greater than \$8,500,000 but equal to or less than \$11,000,000, Directors, including 2nd Unit Directors, may be paid discounted salary no less than 90% of the applicable minimum salary in Article 3 of the BA (as follows):</p>	<p>Rates Effective July 1, 2012 to June 30, 2013</p>
Weekly Salary @ 90%	\$15,117
Guaranteed Preparation Period	2 Weeks
Guaranteed Employment Period	10 Weeks
Guaranteed Cutting Allowance	1 Week
Compensation for Days Worked Beyond Guarantee	\$3,023
Daily Employment Where Permitted	\$3,779

<p>CUTTING ALLOWANCE: Levels 1 & 2:</p>	<p>Employer shall provide the same number of days for the accomplishment of the Director's Cut as were provided for principal photography, but in no event shall the period of the Director's cut be less than 20 days, followed by a screening of the Director's Cut pursuant to BA Paragraph 7-505(d).</p>
<p>CUTTING ALLOWANCE: Level 3:</p>	<p>Employer shall provide a minimum 8 week period for the accomplishment of the Directors Cut, followed by a screening of the Director's Cut pursuant to BA Paragraph 7-505(d).</p>
<p>CUTTING ALLOWANCE: Level 4:</p>	<p>Full 10 weeks</p>
<p>Travel:</p>	<p>Coach for (a) non-stop domestic flights of less than 1,000 air miles from departure point to final destination; (b) flights between Los Angeles and Vancouver; or © flights of less than 1,000 air miles between the United States and either Toronto or Vancouver. Except as noted above, travel will be business class for non-sto domestic or foreign flights of 1,000 or more miles from departure point to final destination.</p> <p>If an Employee covered under this Agreement is traveling on the same flight as another employee employed on the same production by the same Employer and the other employee is entitled to travel in a higher class of transportation pursuant to the minimum terms of the collective bargaining agreement under which he/ she is employed, then the Employee shall be upgraded to the same class of transportation as is afforded to tohe other employee.</p>
<p>Sequel Payment:</p>	<p>If Employer produces a theatrical motion picture which is a sequel to a theatrical motion picture covered under the DGA Low Budget Sideletter, the Employer will pay to the Director of the original theatrical motion picture upon commencement of principal photography of the sequel theatrical motion picture, an amount equal to \$10,000 if the sequel theatrical motion picture is produced at Levels 1, 2 or 3, or \$20,000 if the sequel theatrical motion picture is produced at Level 4 above, provided (1) the original theatrical motion picture and the sequel are produced by the same Employer; (2) principal phtography of the original theatrical motion picture commenced on or after July 1, 2012; and (3) the sequel is based on an original screenplay which utilizes the leading character or characters of the original theatrical motion picture in a substantially different story. Only one payment shall be due, irrespective of the number of sequel theatrical motion pictures produced. If the Director of the original theatrical motion picture also directs the sequel, the amount payable pursuant to this provision shall be credited against compensation payable to the Director of the sequel.</p>