Sideletter No. 15

As of July 1, 2005;
Revised as of July 1, 2011;
Revised as of July 1, 2014;
Revised as of July 1, 2017

Ms. Carol A. Lombardini
Alliance of Motion Picture and Television Producers, Inc.
15301 Ventura Boulevard, Building E
Sherman Oaks, California 91403-5885

Dear Ms. Lombardini:

Reference is made to the provisions of Articles 11 and 12 of the Directors Guild of America Freelance Live and Tape Television Agreement of 2017 (the "Agreement"). The parties to said Agreement hereby agree to amend those provisions by adding the following:

1. For purposes of this Sideletter No. 15 ("Sideletter Agreement"):

a. "Plans" shall mean the Directors Guild of America–Producer Pension and Health, Trainee, and Qualification List Program Plans and associated Trust Agreements.

b. "Supplemental Plan" shall mean the Directors Guild of America–Producer Pension Plan (Supplemental Plan).

c. "Limit" shall mean the limits set forth in Internal Revenue Code Section 401(a)(17) and 415.

d. "Excess Employer Contributions" shall mean Employer Supplemental Plan Contributions attributable to compensation in excess of the Limit, but not including contributions scheduled under the Supplemental Plan.

e. "Excess Employee Contributions" shall mean Employee Supplemental Plan Contributions attributable to compensation in excess of the Limit.

f. "Excess Contributions" shall mean Excess Employer Contributions and Excess Employee Contributions.

g. "Inc." shall mean DGA - Producers Pension and Health Plans, Inc., a non-profit California corporation.

h. "Board" shall mean the Board of Directors of Inc.

2. Inc. will act only as agent of Employers and the acts of Inc. pursuant to this Sideletter Agreement shall be undertaken in its capacity as agent. Employers will send directly to Inc. their payments containing amounts corresponding to Employers' obligations to all Plans and Employee contributions to the Supplemental Plan. Inc. will discharge each Employer's obligation to contribute to all Plans other than the Supplemental Plan by making the contributions to such Plans within a timely fashion after receipt of funds from that Employer. Inc. will discharge each Employer's obligation to contribute to the Supplemental Plan by making the contributions to that Plan within a timely fashion after receipt of funds from that Employer and will hold any Excess Employer Contributions for return to the Employee as described below. Within two (2) months after the end of each calendar quarter, Inc., in its capacity as agent of the Employer, will return Excess Employee Contributions received during that quarter directly to the Employee. In the event that Inc., acting as agent for the Employers, fails to discharge an obligation it has undertaken on behalf of an Employer under this Sideletter Agreement, unless otherwise provided herein, that Employer will continue to be responsible for that obligation.

3. Inc. will invest funds it holds as agent of Employers in interest bearing accounts. Inc. will pay its expenses first out of such interest and next out of Excess Employer Contributions. Title to such accounts will be in the name of Inc. as agent of the Employers.

4. Inc. will pay the Plans for administrative services and a fair portion of relevant insurance charges to cover the handling of Inc. funds. The Plans will keep adequate records relating to such payments.

5. In the fourth quarter of each year, Inc. will calculate for each applicable Employee the Excess Employer Contributions (as reasonably determined by Inc.) made on behalf of such Employee plus the *pro rata* share of applicable interest less applicable expenses and less an amount, if any, reasonably necessary to maintain an adequate reserve for Inc. as determined from time to time by the Board, for the preceding four (4) quarters ("Net Excess Employer Contributions"). Inc. shall be obligated to use Net Excess Employer Contributions solely (1) to pay applicable pension withholding taxes, and (2) to return the remaining amount to the relevant Employee as a distribution from the Supplemental Plan.

6. Inc. will enter into agreements with the Plan Trusts regarding insurance, supply of goods and services, and personnel, which agreements shall be terminable by either party upon one month's notice.

7. This Sideletter Agreement may be terminated by the Guild upon delivery to Inc., the Plans and the Employers' representatives of written notice of termination. Such notice must be delivered within the time limits set forth below to be effective. The notice shall set forth the reason for the termination, which shall be one or more of the following:

a. the earnings of Inc. for a particular period of at least three (3) calendar months were either less than five percent (5%) per annum or were less than the amount the Guild considered reasonable, and notice shall be given within two (2) months of the conclusion of such period;

b. the expenses of Inc. for a particular period of at least three (3) calendar months were either greater than twenty-five percent (25%) of the earnings of Inc. on its agent deposits for that same period or were greater than the Guild considered reasonable, and notice shall be given within two months of the conclusion of such period;

c. the potential liability of Inc. or any of its Board members or officers was greater than reasonable under the circumstances, in the opinion of the Guild;

d. an aggregate amount of at least $250,000 of the payments Inc. is required to make in any calendar year to the Plan Trusts, to the Employers and to the Employees under this Sideletter Agreement is delinquent by more than two (2) business days after the time allowed under this Sideletter Agreement, and notice shall be given while at least $250,000 of such payments remains delinquent; or

e. the Guild determines that there has been a change in the law which renders unnecessary the continued existence of Inc.

8. In the event the Guild terminates this Sideletter Agreement, within one (1) month of such termination:

a. Inc. will pay to the Plan Trusts all amounts held by Inc. at that time due from Employers to the Plan Trusts. Such payments shall be made within three (3) business days of termination.

b. Inc. will pay to the relevant Employees all Excess Employee Contributions held by Inc. at that time.

c. If the monies held by Inc. as agent of the Employers ("agent monies") are sufficient to pay the amounts due to the Plan Trusts and Employees, the Employers' obligations will be discharged and, subject to Paragraph 5, Inc. will then return the Net Excess Employer Contributions to the affected Employees.

d. If the agent monies are insufficient to pay such amounts due by reason of an investment loss of principal in the interest bearing accounts, the Guild will pay to the Plan

Trusts and relevant Employees the shortfall, not to exceed the amount of investment loss of principal.

9. This Sideletter Agreement may be terminated by Inc. (acting upon resolution of the Board adopted by majority vote) upon delivery to the Guild, the Plans and the Employers' representatives of written notice of termination. Such notice must be delivered within the time limits set forth below to be effective. The notice shall set forth the reason for the termination, which shall be one or more of the following:

a. the earnings of Inc. on agent deposits were either less than five percent (5%) per annum or were less than the amount Inc. considered reasonable, in each case for a period of at least three (3) calendar months, and notice shall be given within two (2) months of the conclusion of such period;

b. the expenses of Inc. for a particular period of at least three (3) calendar months were either greater than twenty-five (25%) of the earnings of Inc. on its agent deposits for that same period or were greater than Inc. considered reasonable, and notice shall be given within two (2) months of the conclusion of such period;

c. the potential liability of Inc. or any of its Board members or officers was greater than reasonable under the circumstances, in the opinion of Inc.;

d. an aggregate amount of at least $250,000 of the payments Inc. is required to make in any calendar year to the Plan Trusts, to the Employers and to the Employees under this Sideletter Agreement is delinquent by more than two (2) business days after the time allowed under this Sideletter Agreement, and notice shall be given while at least $250,000 of such payments remains delinquent; or

e. the Board determines that there has been a change in the law which renders unnecessary the continued existence of Inc.

10. In the event Inc. terminates this Sideletter Agreement, within one (1) month of such termination:

a. Inc. will pay to the Plan Trusts all amounts held by Inc. at that time due from Employers to the Plan Trusts. Such payments shall be made within three (3) business days of termination.

b. Inc. will pay to the relevant Employees all Excess Employee Contributions held by Inc. at that time.

c. Subject to Paragraph 5, Inc. will then return the Net Excess Employer Contributions (plus a share of earnings, less a share of expenses) to the affected Employees.

11. In the event the Sideletter Agreement is terminated under either paragraphs 7 or 9 hereof, the termination will be effective at the close of business on the date the notice is delivered. Thereafter, Employers will make contributions directly to the Plan Trusts and Inc. will cease accepting additional monies from Employers. The Guild and the Employers will then attempt to design a different approach to the issue of compliance with the limitation on Supplemental Plan contributions.

12. Inc. shall be subject to the relevant arbitration provisions of the Agreements as if Inc. were the "Employer," as such term is used in such arbitration provisions.

13. This Sideletter Agreement is effective as of January 1, 2017.

Sincerely,

Russell Hollander

ACCEPTED AND AGREED:

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Carol A. Lombardini

WE HEREBY EXPRESSLY AGREE TO BE BOUND BY THE PROVISIONS OF THIS SIDELETTER AGREEMENT.

DGA–PRODUCERS PENSION AND HEALTH PLANS, INC.,
a non-profit California corporation

By:______________________________
Lisa Read, President