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2014 PRODUCER – SAG-AFTRA TELEVISION ANIMATION AGREEMENT

This Agreement, executed as of the date indicated below, is made by and between Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter called “SAG-AFTRA” or the “Union”) and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the “AMPTP” or “Alliance”), acting on behalf of Producers which have authorized said Alliance to act on their behalf, a list of which is attached hereto as Exhibit A (hereinafter referred to collectively as “Producers” and individually as “Producer”).

This Agreement sets forth minimum salaries, terms and conditions of employment for performers employed as off-camera voice actors in animated television motion pictures, the principal recording of which commence on or after July 1, 2014, including new episodes of “Legacy AFTRA Television Animation Series,” the principal recording of which commence on or after July 1, 2014. “Legacy AFTRA Television Animation Series” are animated television series which began principal recording prior to July 1, 2014 under the terms and conditions of an individual agreement between a single Producer, on the one hand, and AFTRA or SAG-AFTRA, on the other hand, covering animated television motion pictures, and for which new episodes are recorded on or after July 1, 2014. A series is not a “Legacy AFTRA Television Animation Series” if only the pilot or presentation were produced under such an agreement or if the individual agreement between the Producer and AFTRA or SAG-AFTRA has not expired. Appendix 1 provides modified terms and conditions for “Legacy AFTRA Television Animation Series.”

I. Minimum Compensation Per Film or Segment Thereof

A. Films or segments of films over ten (10) minutes in length:

1. The minimum session fee for a voice actor (other than one employed on a “Legacy AFTRA Television Animation Series”) shall be:

Effective July 1, 2014	\$859.00
Effective October 1, 2014	\$880.00
Effective July 1, 2015	\$906.00
Effective July 1, 2016	\$933.00

2. The minimum session fee for a voice actor employed on a “Legacy AFTRA Television Animation Series” shall be:

Effective July 1, 2014	\$889.00
Effective October 1, 2014	\$911.00
Effective July 1, 2015	\$938.00
Effective July 1, 2016	\$966.00

The minimum session fee provided above shall include services on a single animated television film. An additional minimum session fee shall be payable for each animated television film on which services are rendered in a session.

B. Films or segments of films ten (10) minutes or less in length:

1. The minimum session fee for a voice actor (other than one employed on a “Legacy AFTRA Television Animation Series”) shall be:

Effective July 1, 2014	\$778.00
Effective October 1, 2014	\$797.00
Effective July 1, 2015	\$821.00
Effective July 1, 2016	\$846.00

2. The minimum session fee for a voice actor employed on a “Legacy AFTRA Television Animation Series” shall be:

Effective July 1, 2014	\$804.00
Effective October 1, 2014	\$824.00
Effective July 1, 2015	\$849.00
Effective July 1, 2016	\$874.00

C. Subject to the exceptions listed below, the included work time per session shall be four (4) hours. Time worked in excess of the four (4) hours included work time per session shall be paid at a straight time hourly rate (equal to one-eighth (1/8) of the minimum session fee provided in Article I.A. above) for each hour or portion thereof up to and including the eighth (8th) hour. Time worked in excess of eight (8) hours shall be paid in accordance with the overtime provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT. Voice actors will use their best efforts to cooperate with and accommodate Producer to schedule and complete recording within the time limits imposed herein.

Exceptions:

1. Included work time for the initial session of any series in any broadcast season shall be eight (8) hours.
2. Included work time for a session for a series episode of more than thirty (30) minutes in length shall be six (6) hours.
3. Included work time for a session for a non-episodic program shall be six (6) hours for a program of thirty (30) minutes in length and eight (8) hours for a program of more than thirty (30) minutes in length.
4. Included work time for an automated dialogue replacement (ADR) session shall be six (6) hours. If, however, a voice actor is employed for an ADR session due to his/her unavailability for the principal recording session, then the included work time for that voice actor shall be eight (8) hours.

5. In those instances in which the included work time is six (6) hours (as in exceptions 2, 3 and 4 above), time worked in excess of the six (6) hours included work time shall be paid at a straight time hourly rate (equal to one-eighth (1/8) of the minimum session fee provided in Article I.A. above) for each hour or portion thereof up to and including the eighth hour. Time worked in excess of eight (8) hours shall be paid in accordance with the overtime provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT.

II. Limitations on Voices

A. Films or segments of films ten (10) minutes or less in length.

1. A voice actor (other than one employed on a “Legacy AFTRA Television Animation Series”) may perform up to three (3) voices in each film or segment; for each voice over such three (3) voices, a voice actor shall be paid an additional:

Effective July 1, 2014	\$251.00
Effective October 1, 2014	\$257.00
Effective July 1, 2015	\$265.00
Effective July 1, 2016	\$273.00

2. For a voice actor employed on a “Legacy AFTRA Television Animation Series,” such payment shall be:

Effective July 1, 2014	\$259.00
Effective October 1, 2014	\$265.00
Effective July 1, 2015	\$273.00
Effective July 1, 2016	\$281.00

B. Films or segments of films over ten (10) minutes in length:

A voice actor may perform up to three (3) voices in each film or segment; for performing more than three (3) voices, a voice actor shall be paid an additional full session fee which shall entitle the Producer to require the voice actor to perform up to three (3) additional voices.

C. Additional Compensation for a Third Voice:

A voice actor who performs a third voice in each film or segment shall receive an additional payment of ten percent (10%) of the minimum session fee or segment fee, whichever is applicable. As to films or segments of films over ten (10) minutes in length, the additional payment of ten percent (10%) shall be payable for the third voice in each group of three (3) performed, (e.g., 3rd voice, 6th voice, etc.). As to films or segments of films ten (10) minutes or less in length, additional voices beyond the first three (3) shall be compensated as set forth in Article II.A. above.

III. Pick-up Lines; Lead-Ins, Lead-Outs, Bumpers and Wraparounds

A. Pick-up lines at a separate session: A voice actor may be requested to attend a session called for the sole purpose of performing pick-up lines from previous episodes of a series and may provide an unlimited number of pick-up lines in a two (2) hour session for a single full minimum session fee.

B. Pick-up lines at a regular session: A voice actor may be requested to record unlimited pick-up lines from previous episodes for no additional compensation if such recording of pick-up lines takes no more than one (1) hour at a session at which the voice actor is engaged to perform principal recording.

C. Recording of lead-ins, lead-outs, bumpers and wraparounds: Voice actors who are paid for or guaranteed at least fifty percent (50%) of the episodes ordered in a particular production period for a particular series may be required to record, without additional compensation, lead-ins, lead-outs, bumpers and/or wraparounds which may be used with any

episode of the series produced within any production period during which the voice actor satisfies the foregoing test. Such lead-ins, lead-outs, bumpers and/or wraparounds must be done in the voice actor's "character" voice (which includes the voice actor's own voice, when the voice actor's natural voice is the "character" voice) and must be recorded during the same session as the recording for an episode or episodes.

A "production period," for the purpose hereof, is the period of time required to complete principal recording for the number of episodes ordered by a licensee as set forth in a licensing agreement. Each option for additional episodes shall constitute a separate production period.

IV. Interstitial Bits

A. Voice actors may record up to twenty-two (22) minutes of material to be used as interstitial bits upon payment of the minimum four (4) hour session fee, as adjusted for additional voices when required. No interstitial bit may exceed two (2) minutes in length.

B. 1. Producer shall have the unlimited right to rerun such interstitial bits on free television, foreign free television, basic cable and pay television for a period of five (5) years beginning sixty (60) days after the date such interstitial was recorded upon payment to the voice actor of a cycle payment of either: (i) one hundred eighty-five percent (185%) of the voice actor's total applicable minimum salary if Producer reruns such interstitial(s) on a network during such five (5) year period; or (ii) otherwise, one hundred seventy percent (170%) of the voice actor's total applicable minimum salary.

2. At any time after the expiration of such five (5) year period, if Producer desires to continue to rerun such interstitial bits on free television (including reruns on a network), foreign free television, basic cable or pay television, it may do so for the period set forth below upon payment to the voice actor of the amount indicated:

(i) For a second five (5) year cycle of use, one hundred percent (100%) of voice actor's total applicable minimum salary;

(ii) For a third five (5) year cycle of use, seventy-five percent (75%) of voice actor's total applicable minimum salary; and

(iii) For a fourth five (5) year cycle of use and each succeeding five (5) year cycle of use, fifty percent (50%) of voice actor's total applicable minimum salary.

Each cycle payment shall be made not later than thirty (30) days after the commencement of a cycle.

C. In the event that the Producer of such interstitial material desires to make a program comprised fifty percent (50%) or more of interstitials, it shall first negotiate with the Union as to the provisions to apply to such use. The parties agree to discuss this subject in the Contract Adjustment Committee.

D. The foregoing shall not apply to public service announcements.

V. Workweek

For the purpose of this agreement, the following "special situation" shall apply to voice actors employed hereunder:

A voice actor employed hereunder shall be paid at time and one-half if such work is performed on a Saturday, or at double time if such work is performed on a Sunday, unless such work is scheduled on Saturday or Sunday to accommodate the schedule of any voice actor. In the latter case, all such voice actors shall be compensated at straight time.

VI. Scripts

Whenever possible, voice actors shall receive their scripts not later than twenty-four (24) hours before their work calls, but in no event shall voice actors receive their scripts later than commencement of their work call.

VII. Auditions

A. An audition must be scheduled by Producer for a specific time and the voice actor or his representative shall be notified thereof. A call to the voice actor's representative shall be deemed sufficient.

B. A voice actor called for a fourth audition for the same role (other than on a "Legacy AFTRA Television Animation Series") shall be paid a minimum fee of \$63.00 (\$65.00 effective October 1, 2014, \$67.00 effective July 1, 2015 and \$69.00 effective July 1, 2016) for the first two (2) hours. For all time in excess of two (2) hours, the voice actor shall be paid \$15.75 (\$16.25 effective October 1, 2014, \$16.75 effective July 1, 2015 and \$17.25 effective July 1, 2016) for each one-half hour unit.

A voice actor called for a fourth audition for the same role on a "Legacy AFTRA Television Animation Series" shall be paid a minimum fee of \$65.00 (\$67.00 effective October 1, 2014, \$69.00

effective July 1, 2015 and \$71.00 effective July 1, 2016) for the first two (2) hours. For all time in excess of two (2) hours, the voice actor shall be paid \$16.25 (\$16.75 effective October 1, 2014, \$17.25 effective July 1, 2015 and \$17.75 effective July 1, 2016) for each one-half hour unit.

VIII. Merchandising

Utilization of a voice actor's voice from sound track recorded pursuant to this Agreement in games, dolls, toys and other products shall be separately negotiated with the voice actor prior to such use.

IX. Credits

The following is substituted for Section 54(a)(1) of the 2014 SAG-AFTRA TELEVISION AGREEMENT.

Producer agrees that a cast of characters on one (1) or more cards (at Producer's discretion) shall be placed at the end of each television motion picture. All such credits shall be in a readily readable color, size and speed. With respect to series production, when it is impractical for the credits to be attributed specifically to each individual episode, then such credits shall be established at the beginning of each season based on the Producer's best knowledge of the identity of those voice actors to be employed during such season and card(s) shall appear on each episode in accordance with the foregoing. The Union will not unreasonably withhold waivers in connection with the foregoing. Any voice actor identified by name and role elsewhere in the picture, or any voice actor playing a major continuing role and identified by name elsewhere in the picture, need not be listed in the cast of characters at the end of the picture. Such credits may be displayed over action or background; provided, however, that the cast of characters may not be superimposed over commercial background material except only for commercial background material presented on behalf of the single sponsor or alternate-week sponsor of a series.

X. Additional Compensation for Reruns

A. Rerun fees shall be payable with respect to a voice actor's services in each film or segment thereof as provided in the 2014 SAG-AFTRA TELEVISION AGREEMENT, except that the network prime time rerun ceilings in Section 18(b)(1)b) of the 2011 SAG TELEVISION AGREEMENT shall apply to animated television motion pictures for which the principal recording commences on or after July 1, 2014 but before October 1, 2014.

For the purpose of computing "total actual compensation" in connection with the payment of prime time network reruns, actual compensation for additional voices shall be included. For the purpose of

determining the "total applicable minimum salary," the total minimum salary paid to the voice actor for each film or segment, including any additional compensation paid for performing additional voices shall be deemed the voice actor's total applicable minimum salary.

B. Producer may acquire rerun rights in advance by paying voice actor at the time of employment a separate and additional compensation in the following amounts:

1. If Producer desires to acquire rerun rights up to and including the tenth run, including a second run over a network in prime time, said network prime time run shall be paid at the full rate for such run provided in the 2014 SAG-AFTRA TELEVISION AGREEMENT and, for all remaining runs, an additional sum of not less than one hundred thirty-eight percent (138%) of total applicable minimum shall be paid;

2. If Producer desires to acquire rerun rights up to and including the tenth run, including second and third network runs in prime time, said two network prime time runs shall be paid at the full rate for such runs provided in the 2014 SAG-AFTRA TELEVISION AGREEMENT and, for all remaining runs, an additional sum of not less than one hundred percent (100%) of total applicable minimum shall be paid;

3. If Producer desires to acquire rerun rights up to and including the tenth run, including reruns over a television network other than prime time network runs, not less than one hundred eighty-five percent (185%) of the voice actor's total applicable minimum salary shall be paid;

4. If Producer desires to acquire rerun rights up to and including the tenth run in syndication, not less than one hundred seventy percent (170%) of the voice actor's total applicable minimum salary shall be paid;

5. If Producer acquires only syndication rerun rights up to and including the tenth run and thereafter the film is rerun over a television network, other than in prime time, voice actor shall be paid an additional fifteen percent (15%) of the voice actor's total applicable minimum salary and, upon such payment being made, Producer shall have the same rerun rights as provided in subparagraph 3. hereof. However, if Producer acquires only syndication rerun rights and thereafter the film is given a network prime time run, such run shall be paid as provided by the 2014 SAG-AFTRA TELEVISION AGREEMENT.

C. In applying the "special one-hour residual formula" to long-form animated television films, as currently provided in Sideletter B-1 of the 2014 SAG-AFTRA TELEVISION AGREEMENT, television films of thirty (30) minutes or less in length may not qualify for application of such formula by combining such films with others to create a "long-form" television film.

It is the intent of the foregoing that network prime time runs shall be paid as provided by the 2014 SAG-AFTRA TELEVISION AGREEMENT, except as otherwise provided herein. No provision for buyout may include more than the tenth run; any run beyond the tenth run must be paid on the basis of the 2014 SAG-AFTRA TELEVISION AGREEMENT.

XI. Reuse in Generic Promos

Consistent with the provisions of Article XIV, "Applicability of Television Agreement," of this Agreement, Section 35(c) of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall apply to voice actors employed under this Agreement. Notwithstanding the provisions of Section 35(c)(2)c of the 2014 SAG-AFTRA TELEVISION AGREEMENT, the Producer may reuse sound track of any voice actor employed under this Agreement in generic promos, without the payment of additional compensation, provided that the voice actor is paid for or guaranteed at least fifty percent (50%) of the episodes ordered for the series for which the generic promo is produced. In any event, the voice actor shall be guaranteed at least six (6) episodes, but need not be guaranteed more than twenty (20) episodes.

XII. Recaps

A voice actor who is paid not less than two (2) times the applicable minimum compensation may agree, at the time of employment, to the reuse of sound track in a recap, without the payment of additional compensation, so long as the sound track is used in the recap of a program which commences production within one (1) calendar year after the first exhibition of the program from which the sound track is taken.

Recaps containing sound track of voice actors who are paid less than two (2) times the applicable minimum compensation, or of voice actors who were paid two (2) times the applicable minimum compensation or more but who did not agree to the reuse at the time of employment, shall be governed by the provisions relating to recaps in the third and fourth paragraphs of Section 36(a) of the 2014 SAG-AFTRA TELEVISION AGREEMENT.

If the Producer desires to reuse sound track of a voice actor in the recap of a program which commences production outside the one (1) year period described in the first paragraph of this Article, then the Producer may, as to star voice actors, seek a waiver of the obligation to make payment for such reuse pursuant to Section 36(j) of the 2014 SAG-AFTRA TELEVISION AGREEMENT. As to all other voice actors, such reuse shall be governed by the provisions relating to recaps in the third and fourth paragraphs of Section 36(a) of the 2014 SAG-AFTRA TELEVISION AGREEMENT.

Notwithstanding the foregoing, the Producer may reuse sound track of any voice actor employed under this Agreement in a recap, without the payment of additional compensation, provided that the voice actor is paid for or guaranteed at least fifty percent (50%) of the episodes ordered for the series and is added to the final cast list for the episode with a residual base equal to the applicable minimum compensation under Article I.A. or B. depending on the length of the film or segment.

XIII. Foreign Telecasting and Theatrical Rights

A. The provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable when Producer desires to acquire foreign telecasting rights in such films, in accordance with the formula therein set forth; provided, however, that such payment shall be required only where voice actor's voice is actually used in the foreign version.

B. The provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable when Producer desires to acquire rights to theatrical exhibition of such films.

XIV. Applicability of Television Agreement

Except as herein otherwise expressly provided, all of the provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable, and said Agreement is incorporated herein by this reference and made a part hereof. The parties recognize, however, that it may not be practical to apply certain provisions of said Agreement to animated television films and, accordingly, the parties agree to continue negotiations to endeavor to reach an agreement with respect to any clarifications, changes or modifications which may be required in applying the 2014 SAG-AFTRA TELEVISION AGREEMENT to animated television films. However, it is expressly understood and agreed that this Agreement is final and complete unless and until modified by such mutual agreement of the parties.

The rateable distribution provisions, as set forth in Section 18.2 of the 2014 SAG-AFTRA TELEVISION AGREEMENT, shall not be applicable to animated television motion pictures. The rateable

distribution provisions set forth in Section 5.2 B. of the Producer – SAG-AFTRA Codified Basic Agreement of 2014 shall apply to animated television motion pictures.

For purposes of determining whether an animated television motion picture is eligible for the percentage residual set forth in Sideletter O of the 2014 SAG-AFTRA TELEVISION AGREEMENT re: License of Free Television, Pay Television or Basic Cable Motion Pictures to Secondary Digital Channels, the reference to a "free television series consisting of sixty-eight (68) or fewer episodes" shall be changed to a "free television series consisting of fifty-six (56) or fewer episodes."

XV. Television Animation Producers – SAG-AFTRA Cooperative Committee

A committee is hereby established to be known as the "Television Animation Producers – SAG-AFTRA Cooperative Committee." The Cooperative Committee shall consist of six (6) Producer representatives to be appointed by DreamWorks Animation LLC, Metro-Goldwyn-Mayer Animation Inc., Twentieth Century Fox Film Corporation, Universal Animation Studios, LLC, Walt Disney Pictures, and Warner Bros. Animation Inc. and six (6) Union representatives. The Committee shall meet from time to time upon request of either party and shall have the same functions as enumerated in subparagraphs A. through K. of Section 17 of the PRODUCER – SAG-AFTRA CODIFIED BASIC AGREEMENT OF 2014, excluding subparagraph E.

XVI. Television Animation Producers – SAG-AFTRA Contract Adjustment Committee

A committee is hereby established to be known as the "Television Animation Producers – SAG-AFTRA Contract Adjustment Committee." The Contract Adjustment Committee shall consist of representatives to be appointed by DreamWorks Animation LLC, Metro-Goldwyn-Mayer Animation Inc., Twentieth Century Fox Film Corporation, Universal Animation Studios, LLC, Walt Disney Pictures and Warner Bros. Animation Inc. and by the Union. The Committee shall meet from time to time for the purpose of addressing issues of concern to either party and shall have the ability, subject to the Union's internal ratification procedures, to negotiate contract modifications.

XVII. Theatrical Release of a Television Motion Picture

A. For Academy Award Consideration

Producer may theatrically release, for one week or less, a television motion picture which qualifies as an animated short film under the Academy Award Rules of the Academy of Motion Picture Arts and Sciences for purposes of consideration for an Academy Award for Best Animated Short Film, without the payment of any additional compensation to the voice actor(s) who performed in the television motion picture.

B. For Promotional Purposes When No Admission Fee is Charged

When a pilot or an episode (or a segment thereof) of an animated television series which has not ended its initial run is exhibited theatrically for promotional purposes, no admission fee is charged and no remuneration is received by the Producer or the Producer's licensee in consideration for the use of the motion picture, no payment shall be due hereunder. SAG-AFTRA agrees to give good faith consideration to any request for a waiver of the payment otherwise due for the theatrical exhibition in any other circumstance when no monies are paid to the Producer or the Producer's licensee in consideration for the use of the animated television motion picture.

XVIII. SAG Pension and Health Plans and IACF / AFTRA Health and Retirement Funds and AICF[†]

Except as otherwise provided herein, Sections 22 and 22.1 of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall apply.

A. 1. During the term of this Agreement, Producers shall either:

(i) make pension and health contributions to the SAG Pension and Health Plans (hereinafter "pension and health contributions") plus contributions to the SAG Industry Advancement and Cooperative Fund ("IACF"); or

(ii) make health and retirement contributions to the AFTRA Health and Retirement Funds (hereinafter "health and retirement contributions") plus contributions to the AFTRA Industry Cooperative Fund ("AICF")

[†] See Appendix 1 for modifications applicable to "Legacy AFTRA Television Animation Series."

in accordance with the following provisions of this Article XVIII.

2. New Animated Television Motion Pictures

Except as otherwise provided in subsection A.4. below, Producer shall make pension and health contributions and contributions to the IACF on behalf of voice actors employed on a "New Animated Television Motion Picture." A "New Animated Television Motion Picture" means any animated television motion picture, whether a one-time animated television motion picture or an episode of an animated television series or covered animated series made for new media (other than episodes or segments of a "Grandfathered Series") on which a voice actor covered under the 2014 SAG-AFTRA Television Animation Agreement is employed, for which the principal recording commences on or after December 12, 2014.

3. "Grandfathered Series"

(i) A Producer which made pension and health contributions and contributions to the IACF for episodes or segments of a "Grandfathered Series" shall continue to make pension and health contributions and contributions to the IACF for new episodes or segments of the Series, for which the principal recording commences on or after December 12, 2014.

(ii) A Producer which made health and retirement contributions and contributions to the AICF for episodes or segments of a "Grandfathered Series" shall continue to make health and retirement contributions and contributions to the AICF for new episodes or segments of the Series, for which the principal recording commences on or after December 12, 2014. In lieu of the money ceilings provided in Section 22(c) of the 2014 SAG-AFTRA TELEVISION AGREEMENT, Producer's obligation to make health and retirement contributions and contributions to the AICF with respect to a "Grandfathered Series" shall be limited to the following maximum amounts of compensation per voice actor per episode on which contributions are due:

30 minute episode	\$15,000
60 minute episode	\$24,500
90 minute episode	\$33,000
120 minute episode	\$40,000
Exclusivity payments	\$40,000

(iii) As used herein, a "Grandfathered Series" is any animated television series or any covered animated series made for new media, the principal recording of which began prior to December 12, 2014, on which a voice actor covered under the 2014 SAG-AFTRA

Television Animation Agreement is employed. An animated television series or covered animated series made for new media shall be considered to be a "Grandfathered Series" so long as the pilot or presentation for the series, or an episode of the series, was produced prior to December 12, 2014.

4. Notwithstanding the foregoing:

- (i) When an animated television motion picture is based on a live action television series, Producer shall make contributions with respect to voice actors employed on the animated television motion picture to the same Plans or Funds (*i.e.*, to either the SAG Pension and Health Plans and IACF, on the one hand, or to the AFTRA Health and Retirement Funds and AICF, on the other hand) to which contributions were made for performers and background actors employed on the live action series; and
- (ii) Producer shall make contributions with respect to voice actors employed on covered Derivative New Media Productions to the same Plans or Funds (*i.e.*, to either the SAG Pension and Health Plans and IACF, on the one hand, or to the AFTRA Health and Retirement Funds and AICF, on the other hand) to which contributions are or were made for voice actors employed on the Original Production on which the Derivative New Media Production is based.

In no event shall the allocation of contributions set forth above, in and of itself, create the basis for the imposition of withdrawal liability on a Producer which contributed to the AFTRA Health and Retirement Funds prior to December 12, 2014. The AFTRA Health and Retirement Funds, in consultation with both parties, shall develop procedures for identifying Producers at risk of incurring withdrawal liability under these circumstances and measures to prevent the imposition of such liability, including allowing the Producer to continue to contribute to the AFTRA Health and Retirement Funds.

B. 1. The pension and health or health and retirement contribution rate, as applicable, for all covered animated television motion pictures and animated Original or Derivative New Media Productions (other than animated Experimental New Media Productions which the Producer does not elect to cover) under the Sideletter re: Programs Made for New Media (hereinafter referred to as "covered animated new media motion pictures"), the principal recording of which commence on or after July 1, 2014 but prior to October 1, 2014, shall be sixteen and one-half percent (16.5%) of compensation, except as provided in Article XVIII.C.1. below.

The pension and health or health and retirement contribution rate, as applicable, for all covered animated television motion pictures and covered animated new media motion pictures, the principal photography of which commence on or after October 1, 2014, shall be seventeen percent (17.0%) of compensation, except as provided in Article XVIII.C.2. below.

2. The contribution rate to the IACF or the AICF, as applicable, for covered animated television motion pictures and covered animated new media motion pictures, the principal recording of which commence on or after July 1, 2014, shall be three-tenths of one percent (0.3%) of compensation, except as provided in Article XVIII.C.3. below.

C. Sideletter K of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable to covered animated pilots, presentations and the first two (2) seasons of any new one (1) hour series as follows:

1. The pension and health or health and retirement contribution rate, as applicable, for all voice actors employed on an animated pilot or presentation, the principal recording of which commences on or after July 1, 2014 but before October 1, 2014, or during the first two (2) seasons of any new one (1) hour animated series, the pilot or presentation for which commenced principal recording on or after July 1, 2014 but before October 1, 2014, and which series is first exhibited on or after July 1, 2014, shall be set at fifteen percent (15%) of compensation.

2. The pension and health or health and retirement contribution rate, as applicable, for all voice actors employed on an animated pilot or presentation, the principal recording of which commences on or after October 1, 2014, or during the first two (2) seasons of any new one (1) hour animated series, the pilot or presentation for which commences principal recording on or after October 1, 2014, and which series is first exhibited on or after October 1, 2014, shall be set at fifteen and one-half percent (15.5%) of compensation.

3. Producer shall not be obligated to make any percentage payment to the IACF or the AICF on behalf of voice actors employed on an animated pilot or presentation, the principal recording of which commences on or after July 1, 2014, or during the first two (2) seasons of any new one (1) hour animated series, the pilot or presentation for which commences principal photography on or after July 1, 2014.

D. The parties agree to recommend to the Trustees of the SAG Pension Plan and the Trustees of the AFTRA Health and Retirement Funds that no interest or liquidated damages shall be payable for late-received contributions until December 12, 2014, provided that contributions are timely made at the rate and up to the ceilings provided under the 2011 SAG TELEVISION AGREEMENT or under Exhibit A to the 2011 AFTRA National Code of Fair Practice for Network Television Broadcasting during the period July 1, 2014 through December 12, 2014.

E. Producer agrees to check the appropriate box on the contribution remittance report form for the Screen Actors Guild-Producers Pension and Health Plans or the AFTRA Health and Retirement Funds, as applicable, indicating that the earnings reported on behalf of voice actors(s) are for work under the SAG-AFTRA Television Animation Agreement.

XIX. Effective Date of Provisions

The effective date for all minimum rates and all other terms and conditions shall be July 1, 2014, except as otherwise expressly provided herein.

XX. Term of Agreement

This Agreement shall be in effect from July 1, 2014 to June 30, 2017.

XXI. Exhibition of Animated Motion Pictures Transmitted Via New Media

The Sideletter re "Exhibition of Motion Pictures Transmitted Via New Media" in the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable to animated television motion pictures covered under the 2014 Agreement to the same extent as it applies to live action television motion pictures, except that (A) references to "television motion pictures, the principal photography of which commence on or after [or 'prior to'] July 1, 2014" shall be changed to "animated television motion pictures, the principal recording of which commence on or after [or 'prior to'] October 1, 2014;" and (B) references to "July 1, 2014" shall be changed to "October 1, 2014."

XXII. Animated Programs Made for New Media

The Sideletter re "Programs Made for New Media" in the 2014 SAG-AFTRA TELEVISION AGREEMENT shall be applicable to animated television motion pictures covered under the 2014 Agreement

to the same extent as it applies to live action television motion pictures, except:

A. The definition of "Derivative New Media Production" shall be changed to read:

"A 'Derivative New Media Production' ("DNMP") is an animated production for New Media based on an existing animated television motion picture that was produced for "traditional" media (other than one produced for basic cable) (the "Original Production"), to the extent that such production is covered under the terms of the Television Agreement."

B. Paragraph E. ("‘High Budget’ Derivative and Original Animated Dramatic New Media Productions Made for Initial Exhibition on Subscription Video-On-Demand Consumer Pay Platforms") shall instead provide:

“E. **“High Budget” Derivative and Original Animated Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-On-Demand Consumer Pay Platform**

“1. Prospective Application

“The terms and conditions set forth in this Paragraph E. shall be applicable prospectively only. They shall not apply to:

- “(a) any animated program or series that would otherwise qualify as an “Animated High Budget SVOD Program” within the meaning of this Sideletter, for which the principal recording of the program, in the case of a one-time program, or the principal recording of the first episode, in the case of a series, commenced prior to December 1, 2014; or
- “(b) any animated program or series that would otherwise qualify as an “Animated High Budget SVOD Program” within the meaning of this Sideletter for which the principal recording of the program or the first episode of the series commenced after December 1, 2014, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to December 1, 2014.¹ However, if

¹ The Producer shall notify the Union of any such license agreement that it enters into prior to December 1, 2014. 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 recording, the

such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to December 1, 2014.

“Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of the Sideletter re Programs Made for New Media under the 2011 SAG TELEVISION AGREEMENT, as modified by Article XXII of the 2011 SAG Television Animation Agreement. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after December 1, 2014 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

“Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to SAG-AFTRA-represented employees on animated programs or series covered by subparagraphs (a) or (b) above.

“2. “Animated High Budget SVOD Programs” Defined

“The terms and conditions set forth in Paragraph E. of this Sideletter shall be applicable only to original and derivative 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 “**Animated High Budget SVOD Programs**”):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

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

* Programs less than 20 minutes are not considered “high budget” for the purpose of this Sideletter, regardless of their budgets.

“3. Compensation

“Minimum initial compensation for performers employed on an Animated High Budget SVOD Program shall be the applicable rates under the 2014 SAG-AFTRA Television Animation Agreement.

“4. Other Terms and Conditions

“Except as otherwise provided herein, the terms and conditions applicable to Animated High Budget SVOD Programs shall be those applicable under 2014 SAG-AFTRA Television Animation Agreement, subject to the following clarifications and modifications:

“(a) An Animated High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a 30-minute program; an Animated High Budget SVOD Program between 36 and 65 minutes shall be treated as a 60-minute program; an Animated High Budget SVOD Program between 66 and 95 minutes shall be treated as a 90-minute program; and an Animated High Budget SVOD Program 96 minutes or longer shall be treated as a 120-minute program.

“(b) Reuse of Photography or Sound Track

“(i) Promotional reuse of photography or sound track from an Animated High Budget SVOD Program in all media shall be governed exclusively by the provisions of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media relating to promotional use.

“(ii) Non-Promotional Reuse of Photography or Sound Track

“(A) Non-Promotional Reuse of Photography or Sound Track in New Media

“(1) For non-promotional reuse of photography or sound track from one episode of an Animated High Budget SVOD series in another

episode of the same series, Section 36 of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall apply (as modified by Article XII of the 2014 SAG-AFTRA Television Animation Agreement), except that the performer may agree to reuse at the time of employment.

“(2) For any other non-promotional reuse of photography or sound track of an Animated High Budget SVOD Program in New Media, the reuse provisions of Section 3 of the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media shall apply (*i.e.*, the Animated High Budget SVOD Program shall be treated as a “television motion picture” for purposes of such provisions).

“(B) Non-Promotional Reuse of Photography or Sound Track Other than in New Media

“Section 36 of the 2014 SAG-AFTRA TELEVISION AGREEMENT (as modified by Article XII of the 2014 SAG-AFTRA Television Animation Agreement) shall apply to the reuse of photography or sound track from an Animated High Budget SVOD Program in any medium other than New Media (*e.g.*, in traditional media), except that the performer may agree to reuse at the time of employment.

“(iii) In no event shall the Producer be required to bargain and/or make payment for reuse of photography or sound track from an Animated High Budget SVOD Program if it would not be required to do so under Section 36 of the 2014 SAG-AFTRA TELEVISION AGREEMENT (as modified by Article XII of the 2014 SAG-AFTRA Television Animation Agreement) or the Sideletter Re: Exhibition of Motion Pictures Transmitted Via New Media.

“(c) Section 18(d) of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall apply in lieu of Article X.B. of the 2014 SAG-AFTRA Television Animation Agreement. It is understood that the advance payment of residuals provision in Section 18(d) of the 2014 SAG-AFTRA TELEVISION AGREEMENT allows the crediting of all residuals payable for the reuse of an Animated High Budget SVOD Program, regardless of whether the residuals are a fixed or percentage payment.

“(d) For an Animated High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 15 million subscribers, or an Animated High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 15 million or more subscribers that is budgeted at \$1,300,000 or more but less than \$2,000,000 (\$2,100,000 effective July 1, 2016) for a program between 20 and 35 minutes in length, \$2,500,000 or more but less than \$3,700,000 (\$3,800,000 effective July 1, 2016) for a program between 36 and 65 minutes in length, \$3,000,000 or more but less than \$4,000,000 for a program between 66 and 95 minutes in length and \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) for a program 96 minutes or more in length, the following additional modifications shall apply:

“(i) Producer may credit amounts in excess of 65% of the minimum, but not to exceed the minimum, against any other compensation otherwise due to a series or term contract performer (*e.g.*, overtime, penalties, and residuals, regardless of whether the threshold for advance payment of residuals has been met). Such crediting shall not apply to voice actors other than series or term contract performers. (Note that this crediting is in addition to the rights of crediting of residuals provided in Paragraph E.4.(c) of this Sideletter.)

“(ii) On days for which the 2014 SAG-AFTRA Television Animation Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.

“(e) In recognition that programs made for New Media involve a new and evolving form of production and may not be subject to the same production model as applies to traditional television motion pictures, thereby rendering possible the use of alternative methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on Animated High Budget SVOD Programs when appropriate.

“5. Reuse

“The provisions below apply to the reuse of Animated High Budget SVOD Programs.

“(a) (i) Initial compensation paid to performers employed on an Animated High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay platform with 15 million or more subscribers in the United States and Canada constitutes payment for one year of use worldwide on such platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform), commencing with the first day the Animated High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform(s).

“(ii) For each year of use of such programs on the subscription video-on-demand consumer pay platform (including any related or affiliated foreign subscription video-on-demand consumer pay platform) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying the performer's “total actual compensation” (as defined in Article X.A. of the 2014 SAG-AFTRA Television Animation Agreement), but not to exceed the applicable ceiling set forth in Section 18(b)(1)b) of the 2014 SAG-AFTRA TELEVISION AGREEMENT, by the applicable percentage set forth in the following chart:

Exhibition Year*	Percentage of “Total Actual Compensation” (subject to Section 18(b)(1)b) ceilings)
Year 2	30.0%
Year 3	30.0%
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%

* Each Year shall commence with the first day that the Animated 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.

“(iii) Initial compensation paid to performers employed on an Animated High Budget SVOD Program intended for initial exhibition on a subscription video-on-demand consumer pay new media platform with fewer than 15 million subscribers in the United States and Canada constitutes payment for one year of use on the domestic subscription video-on-demand consumer pay platform on which it is first exhibited and on any related or affiliated foreign subscription video-on-demand consumer pay platform, commencing with the first day that the Animated High Budget SVOD Program is available on such subscription video-on-demand consumer pay platform.

For each year of use of such Animated High Budget SVOD Program on the domestic subscription video-on-demand consumer pay platform and on any related or affiliated foreign subscription video-on-demand consumer pay platform(s) beyond the initial one-year use period, the Producer shall make a fixed residual payment calculated by multiplying 65% of “total actual compensation” (as defined in Article X.A. of the 2014 SAG-AFTRA Television Animation

Agreement), but not to exceed 65% of the applicable ceiling set forth in Section 18(b)(1)b) of the 2014 SAG-AFTRA TELEVISION AGREEMENT, by the applicable percentage set forth in the chart above in subparagraph (ii).

- “(b) For subsequent exhibition of an Animated High Budget SVOD Program on any subscription video-on-demand consumer pay new media platform other than the subscription video-on-demand consumer pay platform on which the program was initially exhibited and any of its related or affiliated foreign subscription video-on-demand consumer pay platform(s), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.”
- “(c) For subsequent exhibition of an Animated High Budget SVOD Program on any consumer pay new media platform other than a subscription video-on-demand consumer pay platform (*i.e.*, on a transactional consumer pay platform involving download-to-own or download-to-rent transactions), the Producer shall make a residual payment equal to 3.6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.”
- “(d) Except as provided in the next paragraph, for subsequent exhibition of an Animated High Budget SVOD Program on any free-to-the-consumer/advertiser-supported new media platform, the Producer shall make a residual payment equal to 6% of “Distributor’s gross” as defined in Paragraph 4 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.”

Notwithstanding the foregoing, the Producer shall have the right to exhibit an Animated 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 Animated High Budget SVOD Program.

“(e) For use of a Derivative Animated High Budget SVOD Program in traditional media (e.g., free television, basic cable, pay television, home video), the Producer shall pay residuals as a supplemental use as set forth in Paragraph B.3.(e) of this Sideletter; for use of an Original Animated High Budget SVOD Program in traditional media, the Producer shall pay residuals as a supplemental use as set forth in Paragraph D.3.(c) of this Sideletter.

“6. Credit

“Credit for Animated High Budget SVOD Programs shall be subject to Section 54 of the 2014 SAG-AFTRA TELEVISION AGREEMENT, as modified by Article IX of the 2014 SAG-AFTRA Television Animation Agreement, subject to the following clarifications and modifications:

“(a) For purposes of the limitations periods set forth in Section 54, the first day the Animated High Budget SVOD Program is available on a subscription consumer pay platform shall be considered the date of the first “broadcast.”

“(b) “Click-through” credits may be used.”

C. Paragraph J. (“Sunset Clause”) shall instead provide:

“J. Sunset Clause

“The parties recognize that this Sideletter is being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, except as provided in the next paragraph, all of the provisions of this Sideletter shall expire on the termination date of the 2014 SAG-AFTRA Television Animation Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of

Made for New Media Productions to be in effect thereafter.

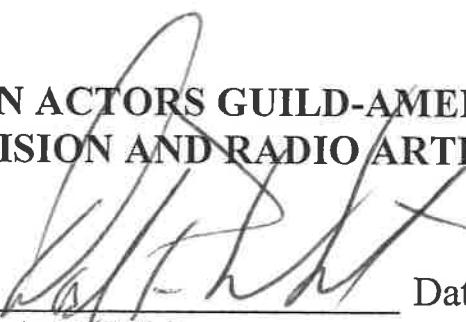
“The terms and conditions herein applicable to Animated High Budget SVOD Programs shall apply and remain in full force and effect, and without change, to Animated High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this sideletter.

“The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreements will be based on the conditions that exist and reasonably can be forecast at that time.”

XXIII. Voice Actors May Bargain for Better Terms

It is expressly understood that the minimum wage scales and additional compensation for reruns, foreign telecasting and theatrical exhibition are minimums only, and nothing herein contained shall preclude any voice actor from bargaining for better terms.

**SCREEN ACTORS GUILD-AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS**

By:  Date: 7/12/16
David P. White

**ALLIANCE OF MOTION PICTURE AND TELEVISION
PRODUCERS,**
on behalf of the Producers listed on Exhibit A

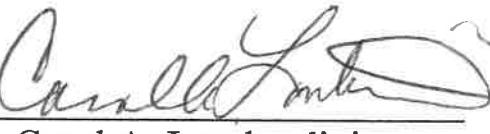
By:  Date: July 14, 2016
Carol A. Lombardini

EXHIBIT A

ACOD Inc.	Halfworld Productions LLC
Acts of Witness Pictures, LLC	HanWilCad Productions LLC
Adelaide Productions, Inc.	Harmony Gold, USA Inc.
Agora Productions, Inc.	HG Productions / Henry Golis
Alive and Kicking, Inc.	HHG Productions, LLC dba
Another Film Fund LLC	Bonefide Productions
Aspect Ratio, Inc.	Hitherto Fore Films, Inc.
	Hostage Productions, Inc.
Blanc-Biehn Productions	Isotropic Films LLC
Blithe Hollow, LLC	
Brandon Street Films, LLC	Jeanne Starr Enterprises, Inc.
Buckeye Pictures, LLC	Josh Hetzler Productions, Inc.
Bumper Car Films LLC	
Cartoon Network Studios, Inc.	Katy Mac Session Productions
Checks In Motion, Inc.	Kerner Films, LLC
Clobber Productions LLC	
Clowntinuum Productions LLC	Legendary Pictures Productions, LLC
Constant Alchemy Productions, Inc.	Lexmond Inc.
Corporate Management Solutions, Inc.	Lonely Boy Production, Inc.
	Lowry Rd Entertainment, Inc.
Dean River Productions, Inc.	Mako Entertainment, Inc. dba
Dogwood Pictures	Outloud Audio
DreamWorks Animation LLC	Measure, the Film LLC
Ecosse Films Limited	Mountainair Films Inc.
Faith Street Film Partners, LLC	Nferno Productions, LLC
Film 49 Productions, Inc.	
Film McQueen LLC	Oren Jacoby Productions Inc.
Film Roman, LLC	d/b/a Storyville Films
FRB Productions, Inc.	
Frontier Productions LLC	Partricks Road Productions II, Inc.
	Pixar Talking Pictures
Gradual Elevate Media, Inc.	Plotkin Music Assocs. Inc.
Grucitta Productions, LLC	Post-Industrial Pictures, LLC
	Pressing Pictures, LLC

Readcrest Productions, Inc.
Reassembled Productions LLC
Redbud Pictures, LLC
Red Compass Media Inc.
RedLove Film LLC
Revolver Pictures, LLC
Rick and Morty LLC
Robin Red Breast, Inc.
Rocking Frog Productions, LLC
Rutherford Bench Productions

Scrambled Entertainment, Inc.
Shalonda Shaw
Smoked Gouda, LLC
Smuffking Productions
Soundworks
Specimen 00 Productions LLC
Squad Productions LLC
Starburns Industries, Inc.
Stol'n Heart Productions d/b/a
 Craig Young
Studiopolis, Inc.
Sydney Productions, Inc.

Talent Court Productions Inc.
Talent Solutions, Inc.
The Butler Did It Productions
 LLC
The FKPS Company
The Kingham Group, Inc.
The SKPS Company
Twentieth Century Fox Film
 Corporation
Two Strings LLC

United Performers' Studio Co.
Universal Animation Studios LLC

Vedaware, LLC d/b/a Lovemakers

Walt Disney Pictures
Warner Bros. Animation Inc.
Warner Specialty Productions Inc.
WigTVFilms, LLC
Williams Street Productions LLC
Woodridge Productions LLC

Zevo 3 Productions, LLC

APPENDIX 1
“Legacy AFTRA Television Animation Series”

This Appendix 1 sets forth modified terms and conditions applicable to voice actors employed on new episodes or segments of a “Legacy AFTRA Television Animation Series,” the principal recording of which commence on or after July 1, 2014. A “Legacy AFTRA Television Animation Series” is an animated television series which began principal recording prior to July 1, 2014 under the terms and conditions of an individual agreement between a single Producer, on the one hand, and AFTRA or SAG-AFTRA, on the other hand, covering animated television motion picture(s), and for which new episodes are recorded on or after July 1, 2014. A series is not a “Legacy AFTRA Television Animation Series” if only the pilot or presentation were produced under such an agreement or if the individual agreement with AFTRA or SAG-AFTRA has not expired.

All of the terms and conditions of the 2014 Producers – SAG-AFTRA Television Animation Agreement apply to voice actors employed on a “Legacy AFTRA Television Animation Series,” except as provided below:

1. The preference of employment provisions of the 2014 SAG-AFTRA TELEVISION AGREEMENT shall not apply.
2. For services performed on an episode of a “Legacy AFTRA Television Animation Series,” the principal recording of which commences on or after July 1, 2014 but before October 1, 2014, Producer shall make health and retirement contributions to the AFTRA Health and Retirement Funds (hereinafter “health and retirement contributions”) and contributions to the AFTRA Industry Cooperative Fund (hereinafter “AICF”) in accordance with the terms of Exhibit A of the 2011-2014 AFTRA Code of Fair Practice for Network Television Broadcasting (hereinafter “2011 AFTRA Network Code”).
3. For services performed on an episode of a “Legacy AFTRA Television Animation Series,” the principal recording of which commences on or after October 1, 2014, Producer shall:
 - (a) pay health and retirement contributions in a sum equal to seventeen percent (17%) of the gross compensation due each voice actor for such services and/or the use of such recordings; and
 - (b) pay to the AICF three-tenths of one percent (0.3%) of the gross compensation due each voice actor for such services and/or the use of such recordings.

Notwithstanding the foregoing, for services performed on episodes of the first two (2) seasons of a “Legacy AFTRA Television Animation Series,” the principal recording of which commence on or after October 1, 2014, which series is based on a pilot or presentation, the principal recording of which commenced before October 1, 2014, Producer shall make health and retirement contributions in a sum equal to fifteen and one-half percent (15.5%) of the gross compensation due each voice actor for such services and/or use of such recordings, but shall not be obligated to make any contribution to the AICF.

4. Producer’s obligation to make health and retirement and AICF contributions on gross compensation shall be limited to the following maximum amounts of compensation per voice actor per episode on which contributions are due:

30 minute episode	\$15,000
60 minute episode	\$24,500
90 minute episode	\$33,000
120 minute episode	\$40,000
Exclusivity payments	\$40,000

5. Producer may acquire rerun rights in advance by paying a voice actor at the time of employment a separate and additional compensation as set forth in Exhibit A of the 2011 AFTRA Network Code.

6. The foregoing applies for the duration of a “Legacy AFTRA Television Animation Series” under this Agreement. It does not apply to any new pilot, presentation or series produced under this Agreement.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

• 113

Carol A. Lombardini
Senior Vice President
Legal and Business Affairs

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Change from “Performer” to “Voice Actor”

Dear Bob:

This letter will confirm that in the 2001 negotiations for a successor agreement to the 1995 Screen Actors Guild Television Animation Agreement, as amended by the 1998 Screen Actors Guild Television Animation Memorandum of Agreement, the parties agreed to replace the term "performer" with the term "voice actor" throughout the Television Animation Agreement.

It is understood and agreed that this change is not intended, nor should it be construed, as having any substantive impact.

Sincerely,

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED

A. Robert Pisano

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