

October 9, 2009

**TERMS OF SETTLEMENT
FOR 2009-2012 BRITISH COLUMBIA MASTER PRODUCTION AGREEMENT
WITH UNION OF BRITISH COLUMBIA PERFORMERS**

This agreement is entered into between the Union of British Columbia Performers, the British Columbia Branch of ACTRA (hereinafter "the Union" or "the UBCP"), on the one hand, and the Negotiating Producers represented by the Canadian Affiliates of the Alliance of Motion Picture and Television Producers and the Negotiating Producers represented by the British Columbia branch of the Canadian Film and Television Production Association, on the other hand, and represents modifications to the draft dated September 26, 2008 of the 2007-2009 British Columbia Master Production Agreement between the aforementioned parties.

1. Term

Three year agreement effective April 1, 2009 and expiring March 31, 2012, with new terms and conditions to be effective on ratification.

2. Wage Increases

Wage increases of 2% per year, with first 2% increase effective on Sunday of the first payroll period following ratification and subsequent increases effective one and two years later, respectively.

3. Studio Zone

Expansion of studio zone to 240th Street on the eastern boundary for the period January 1, 2010 through April 30, 2010 only.

4. UBCP Background Extra Members

Designate the existing language and charts in D101 as subparagraph (a) and add a new subparagraph (b) which reflects a \$10.00 per hour rate for UBCP Background Extra Members.

Add a footnote after the new rate which states the following:

"This rate applies when a UBCP Background Extra Member is hired, but is not one of the first fifteen (15) Background Performers hired on a Production day or one of the first twenty-five (25) Background Performers hired on a Production day for a theatrical motion picture with a budget of Twenty Million Dollars (\$20,000,000) or more. The inclusion of this rate in this Section D is subject to the provisions of Sideletter No. 7 to this Agreement and shall not be interpreted, nor shall it be construed, as voluntary recognition by the Producer of the Union as representative of background performers

beyond those Qualified Background Performers in Section D5. It is further understood by all parties that no other provision of the BCMPA shall apply to such Background Extra Members or those Background Performers engaged pursuant to D102.”

5. Letter of Adherence

The parties hereby confirm that the UBCP’s use of a letter of adherence, rather than proffering an entire copy of the collective agreement is appropriate, provided that the Union shall provide a copy of the entire collective agreement to the Producer if so requested.

6. Consultation Committee

The parties join in committing to make best efforts to find ways to meet more regularly to address administrative issues.

7. Advance Negotiation of New Media

Revise the paragraph of Appendix R entitled “Advance Negotiation of New Media” by changing the date in the first sentence from “January 1, 2009” to “January 1, 2012.” The provision would then read:

“At the request of either Party, this Appendix R may be negotiated in advance of the expiry of this Agreement, but no earlier than January 1, 2012. Notwithstanding the foregoing, no strike or lockout shall occur prior to the expiry of this Agreement.”

8. Personal Information/ Privacy

Add a sideletter to the Collective Agreement as follows:

“The Union shall cooperate with the Producer in ensuring that each performer provides to Producer the personal information necessary for the Producer to apply for production tax incentives and, on productions originating in the United States and covered by the BCMPA, to comply with the Adam Walsh Child Protection and Safety Act, 18 U.S. Code Section 2257, *et seq.*

“For purposes of compliance with applicable Canadian privacy laws, including the Personal Information Protection Act (‘PIPA’), the Producer agrees to implement the following practices and policies in regard to the collection, use and disclosure of performers’ personal information:

“A. The Producer shall advise performers (or their agents) and background performers’ agents, prior to such performers’ and background performers’ first day of employment, of the documents to be brought to the set on their first day of employment. Each performer and background performer shall be responsible for compliance with this requirement.

"The performer's personal information shall be collected on the set by the Casting Coordinator, or the Extras Casting Director, or their designated on-set coordinators or by another person or persons designated by the Producer. The Casting Director or Coordinator or other designated person(s) shall inform performers of the purpose for which such personal information is collected. If the Producer has advised the performer or background performer to bring a photocopy of government-issued photo identification to the set, the original identification shall not be collected, except when necessary to make a photocopy (in which case the original shall be returned to the performer as promptly as possible). The photocopy so made or collected shall be attached to a Walsh Act form.

- "B. The Producer shall designate the person or persons who shall maintain custody and control of the personal information collected on the set. Such information, shall be sent to the Production Office at the end of each day.
- "C. In the Production Office, the personal information shall be stored by the Payroll Accountant in a locked file cabinet in the Accounting Office. No one else shall have access to the information.
- "D. Upon conclusion of principal photography (or, if the Producer so desires, at an earlier time), the information shall be forwarded to the Custodian of Records at the place designated by the Producer for maintenance of such records. The Custodian of Records will ensure that the personal information is securely stored and can only be accessed by him/her or his/her authorized designate.
- "E. Upon conclusion of the applicable statutory retention period, steps will be taken to destroy the information and to provide confirmation of destruction to the Union."

9. Production Records

During the term of the 2006 BCMPA, various disagreements arose between the parties with regard to their rights and obligations under Article A407 and Article A414 with respect to the furnishing of production records. The parties discussed these disagreements during negotiations for the 2009 BCMPA, but were unable to resolve them. Rather than allow those disagreements to stand in the way of reaching a new Agreement, the parties have agreed that those issues shall be submitted during the term of the 2009 BCMPA to a special Cooperative Committee for discussion and resolution. The Cooperative Committee shall consist of representatives of the UBCP, on the one hand, and representatives of the Negotiating Producers, on the other hand, and shall serve as the exclusive forum for resolution of such disagreements, notwithstanding anything to the contrary in the BCMPA.

The foregoing shall not apply to requests for submission of all or any part of a script. Such requests shall be treated in accordance with item 10 below.

10. Furnishing of Scripts

Add a sideletter to the British Columbia Master Production Agreement as follows:

“Reference is made to the provisions of Article A407 and A414(a)(ix), concerning the furnishing of scripts to the Union of British Columbia Performers (‘UBCP’). This Sideletter confirms the understanding of the parties as to the manner in which these provisions will be implemented during the term of the 2009-12 British Columbia Master Production Agreement.

“Both the Producers and the UBCP acknowledge that it is often necessary to maintain the confidentiality of a script. Recognizing that to be the case, the UBCP agrees that any request for all or any portion of a script shall be directed only to the designated labour relations representative for the production and that each Producer shall have the absolute right, under the aforementioned provisions, to withhold from the UBCP any script because of confidentiality considerations. The Producer shall advise the UBCP if the script is not furnished in accordance with the UBCP’s request to do so pursuant to these contractual provisions because of confidentiality considerations.”

11. Cyberscanning

Add a Sideletter to the BCMPPA to read as follows:

“The UBCP’s jurisdiction over cyberscanning is non-exclusive and, therefore, Producer may, at its discretion, utilize non-union employees to perform such work or purchase or subcontract cyberscanning work.

“When an individual is engaged under the UBCP Agreement to perform cyberscanning services, the following shall apply:

- “a. If cyberscanning services are rendered on a day that an individual is otherwise engaged on the production in another category covered by this Agreement (e.g., actor, principal actor, background performer), the time spent in cyberscanning shall be subject to the same rate of pay and working conditions as apply to the other category under which the individual is covered.
- “b. In any other situation in which the Producer elects to cover an individual engaged to render cyberscanning services under the terms of this Agreement, the individual shall be subject to the terms and conditions applicable to background performers, except that the minimum call time shall be two (2) hours and the minimum hourly rate shall be \$25.00 per hour and any compensation earned for such cyberscanning services shall be excluded from the calculation of ‘Net Fees’ as set forth in A334.”

The UBCP has agreed to withdraw with prejudice all pending grievances (“Night at the Museum: Escape from the Smithsonian” and “Mordecai”) and the arbitration (“Watchmen”) with respect to cyberscanning.

12. Auditions of Canadians

The UBCP has agreed to withdraw without prejudice the pending arbitrations alleging that the Producer is obligated to provide auditioning opportunities to all Canadians.

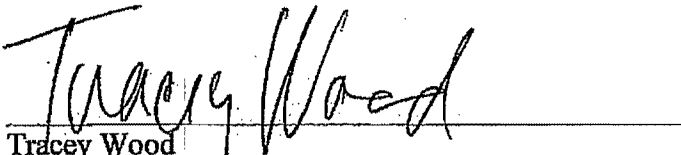
FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN AFFILIATES OF THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS



Carol A. Lombardini

Oct. 24, 2009
Date


FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE BRITISH COLUMBIA BRANCH OF THE CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION



Tracey Wood

Oct 16, 2009
Date

FOR THE UNION OF BRITISH COLUMBIA PERFORMERS, THE BRITISH COLUMBIA BRANCH OF ACTRA



Mercedes Watson

October 14, 2009
Date