

AGREEMENT BY AND BETWEEN

CMT PRODUCTIONS, INC

AND

**AMERICAN FEDERATION OF MUSICIANS OF
THE UNITED STATES AND CANADA**

EFFECTIVE JULY 9, 2005

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CMT PRODUCTIONS, INC.

-and-

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

A G R E E M E N T

AGREEMENT made and entered into as of the 9th day of July, 2005, by and between CMT Productions, Inc. (hereinafter "Employer") and The American Federation of Musicians of the United States and Canada (hereinafter the "Federation"), located at 1501 Broadway, New York, New York 10036.

1. **SCOPE OF AGREEMENT**

A. Programs Covered.

This Agreement shall cover and relate to members of the Federation when employed as instrumental musicians, leaders, contractors, arrangers, orchestrators, copyists, production musicians and librarians (hereinafter "Musicians") by the Employer in connection with programs of whatever length (the "Program(s)"), produced for initial exhibition on the basic cable network known as Country Music Television ("CMT"), and to any other persons when they shall perform such services for Employer in the United States, its territories and possessions (including Puerto Rico), and Canada. The Federation shall exercise full authority in order that its locals and members of the Federation engaged in such activities shall do nothing in derogation of the terms and intent of this Agreement. Excluded from coverage are inserts, regardless of length, which are produced by an entity other than Employer.

B. Effect of Non-Renewal of this Agreement.

Any contract in existence at the termination of this Agreement (whether such termination is caused by expiration, breach, or otherwise), made and entered into by Employer with local unions, members of the Federation, licensed booking agents, personal managers, producers, symphony associations, or others, for the employment and rendition of services covered by this Agreement, shall not impose any obligation to render further musical services for Employer unless this Agreement is renewed or a new one entered into permitting the same. In the event this Agreement is not renewed, or a new one is not entered into, employees covered by this Agreement

may, at their option, render services to any others without obligation or liability to Employer.

2. **UNION RECOGNITION**

Employer hereby recognizes the Federation as the exclusive bargaining representative of persons employed on the Programs as Musicians.

3. **UNION SECURITY**

To the fullest extent permitted by applicable law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Federation on the date of execution of this Agreement shall remain members and all employees who are not members shall become and remain members of the Federation within thirty (30) days of the date of execution of this Agreement. It shall also be a condition of employment that all employees hired by the employer on and after the date of execution of this Agreement shall become and remain members of the Federation within thirty (30) days of the beginning of their employment.

4. **USE OF LIVE MUSIC**

Subject to the provisions of Articles 1.A., 5, 8, Exhibit I.A.5, J, N, Q, U, V and Exhibit II.C., during the term of this Agreement Employer shall utilize live music exclusively for all Programs produced in which any music is used. All Programs produced by or for Employer in the United States and Canada, if scored, shall be scored in the United States and Canada.

5. **SOUND TRACK REGULATIONS**

A. Employer shall not use sound track made hereunder for any purpose whatsoever except to accompany the Program for which such sound track was originally produced and except as provided in Exhibit I, paragraph Q and Article 5.F hereof.

B. Nothing shall preclude Employer from using sound track excerpts not recorded under this Agreement. No sound track recorded under the terms of this Agreement may be augmented by sound tracks which are not recorded under the terms of this Agreement, except as follows:

1. In the case of library footage, whenever contract information is not available, the featured artist(s) appearing in such footage shall receive the applicable scale for each Program and a contribution to the Pension Fund for the musicians performing in such footage shall be made based upon the air rate for a minimum of five musicians per Program. Whenever

contract information is available, the featured artist(s) shall receive the applicable scale for the Program and the other musicians performing in such footage shall receive the applicable air rate only for the Program, as set forth in Exhibit I of this Agreement.

2. Where the use of sound track is for historical purposes, using several acts and several musicians per Program.
 3. Where the use of sound track is from pre-existing programs made under an agreement with the Federation, which shall require a payment of 75% of existing scale to musicians on the soundtrack.
- C. Without regard to the duration of this Agreement, Employer shall not dub or give permission to others to dub any sound track containing performances by Musicians from a Program covered by this Agreement for the purposes of producing a phonograph record (nor shall Employer give permission to others to do so), unless prior notice of intention so to do has been given to the office of the President of the Federation. In the event of such dubbing, Employer shall pay to all Musicians covered by this Agreement whose performance is contained in such phonograph record, as additional compensation for the rendition of such original performances, an amount equal to the scale for such new use, and shall also make any and all additional payments applicable to such new use.
- D. The substance and intent of subparagraphs A-C above shall be incorporated into all agreements made by Employer relating to the selling, licensing, lending, giving, exhibition, utilizing or other disposition or use of the Programs produced under this Agreement.
- E. 1. No part of any kinescopes, videotapes, or sound tracks made pursuant to this Agreement shall be extracted or used for purposes other than those specifically permitted by this Agreement, so long as said kinescopes or videotapes remain in existence.
2. (a) Footage from Programs produced under this Agreement may be assigned to a third party pursuant to the provisions of Article 13 D.
- (b) In the case of a Program produced under this Agreement in which a single featured Musician (hereinafter an "Artist") (with accompanying band) appears and such Artist requests the raw footage of his or her performance in such Program, Employer may

transfer ownership of such raw footage to such Artist, provided that the Federation receives: (i) a copy of the original Reporting Form; (ii) a copy of the recorded material (raw footage) on one-half inch VHS or any other current process device; and (iii) a copy of a Transfer of Ownership agreement between Employer and the Artist, the form of which agreement must be approved by the Federation.

F. Use of Excerpts (clips).

1. Use of excerpts (clips) containing music taken from a Program shall require a one-time payment to all Musicians rendering musical services on the excerpt (clip) equal to fifty percent (50%) of the air rate of the program in which the excerpt (clip) is utilized.
2. When an excerpt (clip) consists of an entire production number from a Program, the one-time payment shall be equal to two hundred percent (200%) of the air rate of the program in which the excerpt (clip) is utilized. (For the purposes of this Agreement, "one-time payment" refers to the use of an excerpt in a single program, not to the use of such excerpt in any and all programs.)
3. When an excerpt (clip) containing music from a Program is incorporated into a music video, Employer shall make a one-time payment to Musicians rendering musical services on the music video equal to the one-half (1/2) hour Variety Show Program rate set forth in Exhibit I, and such payment shall entitle Employer to unlimited exhibition of said music video.
4. Notwithstanding the foregoing, no payment shall be required with respect to the use of excerpts (clips) from Programs produced hereunder under the following circumstances:
 - (a) Where an excerpt (clip) not to exceed two (2) minutes (and not containing an entire production number) is used by Employer, CMT or a basic cable channel which is at least fifty percent (50%) owned by Viacom Inc.;
 - (b) With respect to an excerpt (clip) containing a performance by a Musician who is otherwise engaged to perform services in connection with a Program in which the excerpt is utilized;
 - (c) Where an excerpt (clip) is used in television industry awards programs.

5. Notwithstanding the foregoing, Employer may use any excerpt (clip) over two (2) minutes in length or containing an entire production number in anniversary, highlight or best-of programs (but within a twelve (12) month period not in more than two (2) such programs) in exchange for a one-time payment to Musicians rendering musical services in such excerpt equal to the air rate for a one (1) hour Variety Show for each program in which such excerpt (clip) is used.
 6. Use of an excerpt (clip) under this paragraph F shall not constitute a "play date" of the Program (as defined in Article 9 hereof) from which the excerpt (clip) was taken.
 7. Notice of the use of excerpts (clips) shall be given to the Federation when the use of such excerpts requires a payment under this Agreement.
 8. In the event Employer intends to use such an excerpt (clip) from a Program produced hereunder in a compilation program (i.e., a program consisting of at least 50% excerpts (clips)), Employer shall have the option (but not the obligation) to negotiate alternate terms with the Federation regarding such use.
 9. Use of excerpts (clips) from programming not produced hereunder shall be governed by the collective bargaining agreement with the Federation, if any, covering such programming.
- G. When a Program contains footage produced by Employer commonly known as "The making of" or behind the scenes, Musicians appearing on camera in such footage of up to one (1) minute (as exhibited) and who are receiving Program rates for the Program shall not be compensated for the use of such footage. Where (a) a Musician is not receiving the Program rate for the Program or (b) the footage is more than one (1) minute (as exhibited) or (c) the footage depicts an entire production number (i.e., a song with a discernable beginning, middle and end) such Musician(s) shall be compensated at the applicable Other Program rate set forth in Exhibit I.A.2.
- H. Musicians performing on "leak through" music, as that term is commonly understood in the industry, which is in excess of two minutes and thirty seconds (2:30) in length shall be compensated at the applicable Variety Show rate. Notwithstanding the foregoing, a Musician whose performance is seen or heard in "leak through" music shall be compensated only in such instance in which the "leak through" music enhances the production value of the footage and only when

such Musician is not otherwise compensated under this Agreement.

6. **WAGES**

For services rendered by the Musicians covered by this Agreement in the making of Programs hereunder, Employer shall pay at least Federation scale as provided in Exhibits I, II and III annexed hereto, and Employer shall fully and faithfully perform the terms and conditions otherwise set forth in said exhibits and in Employer's individual agreements with such Musicians. Wages shall be payable within fifteen (15) business days after original performance.

7. **PENSION WELFARE FUNDS**

A. For the term of this Agreement, Employer shall contribute an amount equal to eleven percent (11%) of all earnings of whatever nature covered by this Agreement, computed at scale:

1. with respect to services rendered in the United States, to the American Federation of Musicians' and Employers' Pension Welfare Fund, created pursuant to Trust Indenture, dated October 2, 1959; and
2. with respect to services rendered in the Dominion Canada, to the American Federation of Musicians' and Employers' Pension Plan Welfare Fund (Canada) created pursuant to agreement and Declaration of Trust dated April 9, 1962.

It is understood that, under the terms of said trust agreements, the employees (in addition to Musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following:

1. full-time employees of the Fund themselves;
 2. full-time office and clerical employees of the Federation and of any of its affiliated Locals; and
 3. duly elected officers and representatives of the Federation and of any of its affiliated Locals.
- B. Employer shall submit such reports in such form as the trustees may reasonably require and our records shall be subject to such reasonable audit by the trustees as the trustees may require.
- C. 1. Employer shall furnish to the Federation, simultaneously with its delivery thereof to the

trustees, copies of any and all statements submitted to such trustees under said trust indentures.

2. The Federation shall have the right from time to time, upon reasonable notice to us, without limitation to the duration of this Agreement, and at all reasonable times during business hours to have the Federation's duly authorized agents examine and audit Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Article 7; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by Employer pursuant to this Agreement. Employer shall afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

D. The Federation and said trustees, or either of them, may enforce the provisions contained in this Article 7.

E. Payments shall be made simultaneously with Musicians wage scales.

8. **AWARD PROGRAMS**

Notwithstanding any provision herein to the contrary, Employer shall be permitted unlimited exhibition and exploitation of Award Programs produced hereunder and portions thereof in all media other than commercial announcements (except for promos), free television (film and tape), sound recordings, videocassette/ videodisc and theatrical exhibition.

Wage rates for house bands and track musicians whose performances are used on Award Programs shall be the Variety Show rate based upon the scheduled running time of such programs; provided, however, that if the unscheduled over-run time of any such program exceeds the total time permitted (air time plus guaranteed rehearsal time) with respect to a Musician's services on such program, Employer shall pay such Musician applicable additional compensation as set forth in Exhibit I.

Notwithstanding the foregoing, wage rates for guest bands rendering services in connection with an Award Program of at least one (1) hour in length shall be based upon the one (1) hour Variety Show rate; provided, that if a guest band performs more than one (1) number on an Award Program with a scheduled running time of more than one (1) hour, wage rates for such guest band shall be based upon the Variety Show rate corresponding to the scheduled running time of the Award Program.

9. **PLAY DATES**

For the rates specified in Exhibits I, II and III, Employer (which shall include anyone authorized by the Employer to exhibit a Program) may exhibit a Program produced hereunder for a cumulative total of twenty (20) play dates on domestic basic cable within thirty (30) consecutive months measured from the first domestic exhibition, and a cumulative total of twenty (20) play dates on foreign basic cable within thirty (30) consecutive months measured from the first foreign exhibition. Employer shall also have the option of ten (10) additional play dates on domestic basic cable within an additional fifteen (15) months of the first exhibition and ten (10) additional play dates on foreign basic cable within an additional fifteen (15) months upon the payment of an additional fifty percent (50%) at the time of production over and above the initial scale wages to the Musicians. For the purpose of this Agreement, the term "play date" shall mean the exhibition of a Program any number of times in any twenty-four (24) hour period, commencing with the first exhibition of such Program.

Notwithstanding the foregoing, for the rates specified in Exhibit I for programs or interstitial material of less than one-half (1/2) hour in length, Employer shall have unlimited and unrestricted use of such programs or interstitial material.

The term "basic cable" as used in this Agreement refers to the type of exhibition which is commonly understood in the industry in the United States to be basic cable exhibition as distinguished from free television exhibition and pay television exhibition. Basic cable includes not only distribution to home-type television screens by means of conventional wired cable systems, but also includes distribution to home-type television screens by means of fiber optics, satellite, microwave or other technologies.

The exhibition of a Program on CMT any number of times between the hours of 2 a.m. and 6 a.m. shall not constitute an exhibition of the Program provided that the Program is in "Active Use." A Program shall be considered to be in "Active Use" so long as the number of play dates and/or period of exhibition under this Article 9 or any renewals thereof under Article 10, below, have not been exhausted.

10. **RE-USE**

Re-use periods for the exhibition of Programs produced hereunder which are one-half (1/2) hour in length or longer (with the exception of Award Programs) shall each consist of twenty (20) additional play dates (on both domestic basic cable and foreign basic cable) over periods of thirty (30) consecutive months. The exercise of re-use period shall require payment of the percentages

of scale listed below. The following percentages of the scale payment set forth in Exhibits I and II hereto shall be paid with fifteen (15) business days of such re-use to each instrumentalist, leader, contractor and music sound consultant who originally performed services in connection with such Programs (including but not limited to rehearsal services rendered prior to performance).

<u>RE-USE PERIOD</u>	<u>PERCENTAGES</u>
Second	70
Third	50
Fourth	47.5
Fifth	42.5
Sixth	30
Seventh	10
Eighth and each subsequent period	5

As an alternative to the foregoing re-use periods and payments therefor, Employer shall have the option of electing re-use periods consisting of ten (10) play dates (on both domestic basic cable and foreign basic cable) over a period of fifteen (15) consecutive months. The exercise of such alternative re-use period shall require payment of fifty percent (50%) of the percentages of scale listed above.

Arrangers, orchestrators and production musicians shall receive the applicable percentage payment for re-use based upon actual wages earned at scale, but in no event shall such re-use payment exceed one hundred fifty percent (150%) of the re-use payment to the leader computed at leader's scale. Notwithstanding the foregoing, in the event Employer exercises the re-use option described above in this Article 10, arrangers, orchestrators and production musicians shall receive the applicable percentage payment for the option period based upon actual wages earned at scale, but in no event shall that amount of such payment in excess of the initial scale wages exceed two hundred percent (200%) of the amount by which the payment to the leader computed at leader's scale exceeds the initial scale wages of the leader.

Copyists and librarians shall receive the applicable percentage payment for re-use based upon actual wages earned at scale, but in no event shall such re-use payment exceed one hundred fifty percent (150%) of the re-use payment to the instrumentalist computed at scale.

Notwithstanding the foregoing, in the event Employer exercises the re-use option described above in this Article 10, copyists and librarians shall receive the applicable percentage payments for the option period based upon actual wages earned at scale, but in no event shall such payment in excess of the initial scale wages exceed two hundred percent (200%) of the amount by which payment to the instrumental musicians computed at instrumental musicians scale exceeds the initial scale wages of the instrumental musicians.

Re-use payments shall be made to arrangers, orchestrators, copyists and librarians only and to the extent the services of such arrangers, orchestrators, copyists and librarians are used in the Program as exhibited.

Where excessive rehearsal hours have resulted from mechanical difficulties and/or failure of equipment, the number of rehearsal hours to be included in the scale pay for the purpose of determining the percentage payments due under this paragraph shall be limited as follows: for a one-half (1/2) hour Program, a maximum of ten (10) hours; for a one (1) hour Program, a maximum of fifteen (15) hours; for a Program of one and one-half (1 1/2) hours or longer, a maximum of twenty (20) hours.

11. **FOREIGN USE**

A. Programs made under this Agreement and prior agreements (except for Programs already exhibited in foreign countries) may be broadcast (without limits as to number of showings) by means of satellite, terrestrial, recording or other means now or hereafter developed, outside the United States, its territories and possessions (including Puerto Rico) and outside Canada and its territories and possessions, upon television stations where no admission is charged for the privilege of attending or viewing such broadcast, before, during or after transmission over television ("foreign use"); provided, that this Article 11 shall not apply to exhibition on foreign basic cable. Foreign use of Programs hereunder shall require payment to each instrumentalist, leader, contractor and production musician who performed services in connection with such Program of additional compensation of forty-five percent (45%) of the "Foreign Residual Base," which is defined as a maximum of one hundred fifty percent (150%) of applicable minimum scale (air rate plus guaranteed rehearsal) set forth in Exhibit I hereof for programs up to one hour and one hundred twenty-five percent (125%) for Programs over one hour. Alternatively, Employer may elect to pay a percentage of the Foreign Residual Base in accordance with the Foreign Area Formula set forth below.

Foreign Area Formula

For foreign use of Programs in the following areas, Employer may pay the percentage of the "Foreign Residual Base" set forth alongside each area:

	<u>Foreign Area</u>	<u>Percentage</u>
Area 1	England, Scotland, Wales, Ireland and the Island of Cyprus	15%
Area 2	All European countries including Iceland, but excluding those countries in Area 1	15%
Area 3	The entire continent of Africa and adjacent islands including the Island of Madagascar	5%
Area 4	The continents of Asia and Australia, New Zealand, Japan, the East Indies and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America	5%
Area 5	Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents	5%

- B. Arrangers, orchestrators and production musicians shall receive for foreign use forty-five percent (45%) of actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the leader computed at leader's scale. Copyists and Librarians shall receive forty-five percent (45%) for foreign use based upon actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the instrumentalists computed at scale.
- C. Foreign use payments shall be due and payable not later than sixty (60) days following the date of foreign broadcast.
- D. Where excessive rehearsal hours have resulted from mechanical difficulties and/or failure of equipment, the number of rehearsal hours to be included in the scale pay for the purpose of determining the percentage payments due under this paragraph shall be limited as follows: a maximum of ten (10) hours for a one-half hour Program; a maximum of fifteen (15)

hours for a one hour Program; a maximum of twenty (20) hours for a Program of one and one-half hours or longer.

- E. The Federation and Employer shall use reasonable efforts to determine territorial foreign residual rates in circumstances where world-wide distribution is not economically viable. Such rates shall be addressed on a case-by-case basis.

12. **AUDITION PROGRAMS**

A. Right to Produce.

Employer may use Musicians covered by this Agreement in the production of audition programs to solicit sponsors for live shows, subject, however, to the following conditions:

1. Rates of Pay: The rates for audition programs shall be sixty percent (60%) of the scale pay set forth in Exhibits I, II and III.
2. Type of Use: Employer shall not exhibit such audition programs publicly in any manner (including on television and in theaters) except privately to prospective clients and advertisers for the purpose of selling a show of which the audition program is a sample.
3. Retention: Employer shall at all times retain ownership and control of all recordings and reproductions of audition programs and each such recording or reproduction shall bear a prominent legend, the language of which shall be approved by the Federation, setting forth the conditions set forth in subparagraph A.2. above.
4. The provisions of subparagraphs A.2. and A.3. above shall remain in effect so long as audition programs remain in existence.

B. Copies and Lists.

1. Copies: Upon request, Employer shall furnish to the Federation a copy of any audition program made pursuant to the provisions of this Article 11.
2. Lists: At the end of each month Employer shall furnish the Federation with a list of audition programs made pursuant to the provisions of this Article 11 during said month.

C. Scratch Tapes.

Employer may use persons covered by this Agreement for the production of scratch tapes of live existing presentations to be used solely for production purposes. Under no circumstances shall Employer exhibit such scratch tapes publicly in any manner (including on television and in theaters) except privately to facilitate production. For the right to make such tapes and for all use thereof, Employer shall pay instrumentalists, leaders and contractors rendering services on such scratch tapes, sixty percent (60%) of the applicable air rate for the presentation being taped. Such air rate shall be that set forth in Exhibit I, paragraph I.A., based upon the nature and length of the presentation.

13. **COPIES AND LISTS**

A. Program Catalogues.

Following the execution of this Agreement, Employer shall furnish to the Federation, promptly upon request, a copy of all of Employer's Program catalogues and, thereafter, from time to time, a schedule listing all amendments and additions thereto, as and when established.

B. Programs.

Concurrent with payment to Musicians, the Employer shall advise the Federation of all covered Programs made by Employer hereunder, and of the number or other identification thereof. The Employer shall also furnish any additional information in connection with any such covered Programs which the Federation may reasonably require. Upon request by the Federation, Employer shall promptly furnish to it a copy of such covered Programs. Employer shall respond promptly to reasonable requests by the Federation for information relating to Employer's performance of the terms and conditions of this Agreement and of any and all individual agreements with members of the Federation.

C. Lists.

At the end of each month Employer shall furnish the Federation with a list of all Programs which have been re-run in any market in the United States, its territories and possessions (including Puerto Rico) and in Canada, its territories and possessions, pursuant to Article 10 of this Agreement.

14. **ACTION REQUIRING UNION APPROVAL**

A. Use of Programs For Other Purposes.

Unless written permission is first had and obtained from the Federation, neither Employer nor its subsidiary or affiliated companies shall use or grant any rights to use (whether by way of sale, assignment, lease, license or other transfer of title or permission to use, and whether by operation of law or otherwise), in whole or in part, any Program produced pursuant to this Agreement, which, in whole or in part, embodies pictures of instrumental musicians rendering musical performances or which embodies or is accompanied by performances of such instrumental musicians, which are recorded and/or photographed under this Agreement, for purposes other than permitted under this Agreement. The substance and intent of this subparagraph shall be incorporated in all agreements pursuant to which the Employer shall grant any rights to use such programs as aforesaid. The obligations created by this subparagraph shall survive this Agreement for so long as the Programs produced under this Agreement shall be used. It is further agreed that the Federation may enforce compliance with the provisions of this subparagraph.

B. Contracts with Federation Members.

The following provision shall be included in, and whether or not so included, shall be deemed part of, all contracts calling for covered services between Employer and members of the Federation:

"This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians or by a duly authorized agent thereof."

C. Assignment of this Agreement.

This Agreement shall be personal to Employer and shall not be transferable or assignable by operation of law or otherwise, without the consent in writing of the Federation.

Without such consent, Employer shall not transfer or assign any individual contract (or part thereof) for the performance of services of any member of the Federation or give anyone else control over such contract services. Nevertheless, if the foregoing is violated and services are thereafter performed by such member of the Federation, the obligations and duties imposed by this Agreement shall be binding upon the transferee or assignee. The obligations imposed by this Agreement shall be binding upon each of Employers

subsidiaries engaged in the production of Programs. The Federation, at its option, may terminate this Agreement with any signatory hereto at any time after a transfer of any controlling interest in such signatory.

D. Transfer or Assignment of Programs.

In the event that Employer shall sell, transfer, assign or otherwise dispose of its television rights in Programs made under this Agreement, Employer shall give notice to the Federation within thirty (30) days after each such sale, assignment or transfer and shall continue responsibility for all the obligations and commitments which it has undertaken in this Agreement with respect to such Programs, unless Employer obtains and delivers to the Federation an assumption agreement in the form set forth in Exhibit IV of this Agreement.

15. **ACCESS TO THE STUDIO**

A duly authorized representative of the Federation or its affiliated local in the area involved shall be granted access to the studio or other place where services are being performed under this Agreement at such times as are necessary for the proper conduct of their business.

16. **HEALTH AND SAFETY**

Employer shall not require employees hereunder to work under conditions which present a health or safety hazard.

17. **SUPPLEMENTAL MARKETS**

A. The provisions of this Article 17 shall apply to all Programs produced either prior to or during the term of this Agreement, which are actually distributed in Supplemental Markets during the term of this Agreement; provided, that any instance in which there is an overlap between the provision of this article and the Foreign Use article, the producers obligations shall be governed by the latter (Foreign Use article).

B. Definition of Supplemental Markets.

The term "Supplemental Markets" as used in this Agreement means only: The exhibition of Programs by means of cassettes (to the limited extent provided in subparagraph 1 of this paragraph B), pay type CATV and pay television, and the exhibition of Programs on any commercial carrier such as commercial airlines, trains, ships and buses (referred to herein as "In Flight").

1. Cassettes:

For the purpose of this Agreement, a cassette is any audio-visual device, including without limitation, cassette, cartridge, phonogram or other similar audio-visual device now known or hereafter devised, containing a Program (recorded on film, disc, tapes or other material) and designed for replay on a home-type television screen. The sale or rental of cassettes for replay on a home-type television screen in the home, for educational use, or in other closed circuit use such as hotel rooms constitutes the "Supplemental Market" for the purposes of this Agreement. The foregoing definition does not include the exhibition of a Program by cassette over a television broadcast station.

2. Pay Type CATV:

Exhibition of Programs on home type television screens by means of transmission by a Community Antenna Television System (CATV) where, in addition to the obligatory general cable charge to the subscriber for the CATV service: (i) a further charge is made for programs selected by the subscriber, or (ii) the subscriber has the option, by making payment, in addition to the standard subscription charge, to receive special programming over one (1) or more channels which are not available to the subscriber without such additional payment. Where no program charge or special channel charge is made to the subscriber, in addition to the general cable charge, the transmission of Programs by the CATV facility including programming originated by the CATV facility, is free television exhibition for the purposes of this Agreement and such exhibition shall not be considered a "Supplemental Market."

3. Pay Television:

Exhibition of Programs on a home-type television screen by means of telecast, cable or closed circuit, in which the viewing audience pays to receive the Program by making a separate payment for such specific Programs.

C. Computation of Payment.

1. Base Amounts.

(a) The following base amounts shall be used for computing payments to each instrumental musician, leader, contractor, arranger and orchestrator whose services were included in such Program:

<u>Type of Program</u>	Base Amount Per Person Per Program
One-half Hour	\$300.00
One Hour	375.00
One and one-half Hour	450.00
Two Hours	525.00
Each additional one-half hour or fraction thereof	75.00

(b) Employer shall establish for librarians who performed services for such Programs and whose names appear as such on the original Form B contract for the program and for copyists for such programs (limited to a maximum of five (5) copyists) a base amount of \$300.00 per person, per Program, regardless of length. If more than five (5) copyists were actually employed on the Program, the sum of \$1,500 shall be divided equally among all such copyists.

2. Supplemental Market Fees.

(a) Supplemental Market Fees shall be computed on the foregoing base amounts as follows:

i. Except for initial release on "In Flight" or for educational use, when a Program is initially released in any Supplemental Market, the Musician shall be paid ten percent (10%) of the applicable base amount; and when the Distributor's gross receipts (as defined in subsection (b) below) from the distribution of such Program in Supplemental Markets equals \$62,500.00, the Musician shall be paid an additional ten percent (10%) of the applicable base amount, provided, however, with respect to gross receipts from "In Flight" distribution, thirty percent (30%) of the base amount shall be payable upon initial release of the program for such market; and provided

further that the total payment or payments under subparagraph a. shall not exceed thirty percent (30%) of the applicable base amount.

- ii. When such gross receipts from the distribution of such Program in Supplemental Markets amount to \$125,000, the following additional percentage of the base amount shall be due: 10%.
 - iii. When such gross receipts from the distribution of such Program in Supplemental Markets amount to \$200,000, the following additional percentage of the base amount shall be due: 25%.
 - iv. When such gross receipts from the distribution of such Program in Supplemental Markets amount to \$300,000, the following additional percentage of the base amount shall be due: 25%.
 - v. When such gross receipts from the distribution of such Program in Supplemental Markets amount to \$400,000, the following additional percentage of the base amount shall be due: 25%.
 - vi. When such gross receipts from the distribution of such Program in Supplemental Markets amount to \$500,000, the following additional percentage of the base amount shall be due: 25%.
 - vii. After each additional full increment of \$100,000 of such gross receipts in excess of \$500,000, the following additional percentage of the base amount shall be due: 10%.
- (b) Definition of Distributor's Gross Receipts Except for Educational Use.
- i. In applying the formula set forth in this section for calculating fees for Supplemental Markets, Distributor's gross receipts shall be included in the formula at one hundred percent (100%) of the actual amount of such gross receipts for all Supplemental Markets.

- ii. As used herein, the term "Distributor's gross receipts" shall mean the absolute gross income received by all Distributors (as hereinafter defined) of such television program from the use of cassettes thereof anywhere in the world, and including the case of a "foreign territorial sale" by any such Distributor, the income received from such sale by such Distributor but not the income received by the "purchaser" or the "licensee". "Distributor" as used in this agreement shall mean the Employer when it distributes such program for Supplemental Market use. Gross receipts at the retail level would not be Distributor's gross receipts hereunder. Further, if the Employer itself acts as Distributor and retailer, a reasonable allocation of the retail gross receipts shall be made as between the Employer as Distributor and the Employer as retailer, and only the former shall be deemed to be Distributor's gross receipts.

- iii. The Distributor's gross receipts shall not include:
 - (A) Sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;
 - (B) Rebates, credits or repayments for cassettes returned (and in this connection Employer shall have the right to set up a reasonable reserve for returns);
 - (C) Sums required to be paid or withheld as taxes in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of such program or on any monies to be remitted to or by Employer or such other distributor; but there shall not be excluded from Distributor's gross receipts any net income tax, franchise tax or excess profit tax or similar tax payable by Employer or such Distributor on its net income or for the privilege of doing business;

(D) Frozen foreign currency until Employer shall either have the right to freely use such foreign currency, or Employer or Distributor has the right to transmit to the United States to Employer or distributor such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the rate of exchange at which such currency was actually transmitted to the United States as aforesaid, or if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs. Frozen foreign currency shall be deemed to be unblocked on the basis of "first in, first out" unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue, shall be on a proportional basis, subject to different earmarking by local foreign fiscal authorities.

(E) Receipts attributable to distribution for educational use.

3. Optional Cassette Formula.

The following formula, rather than the formula of subparagraphs C.1. and C.2. above, may be elected by Employer for any Program produced under this Agreement or any prior agreement not already released in videocassette/disc supplemental market distribution. Under this formula, the Musicians shall receive an aggregate payment(s) equal to one and five-tenths percent (1.5%) of Distributor's gross receipts. Such aggregate payment shall be remitted to the Theatrical and Motion Picture Television Special Payments Fund on a twice per calendar year basis along with accompanying reports (identifying the Programs, the total amount of money owing for each Program and the Musicians whose services were used in connection with the videocassette/disc release).

4. Fees for Cassettes for Educational Uses.

Employer shall pay one percent (1%) of its accountable receipts as defined in the Federation's Basic Theatrical Motion Picture Agreement from the distribution of cassettes for educational use, credited to each participating Musician pro rata.

D. General Provisions.

1. Allocation of Gross Receipts.

If any agreement for distribution in the Supplemental Market includes more than one program, or includes both Supplemental Market rights and other rights, the producer shall make a reasonable allocation for the purpose of determining payments due hereunder.

2. No Pension or Welfare contributions to the Federation's funds shall be required to be paid on Supplemental Market fees.

3. Time of Payments and Reports.

Payments of any Supplemental Market fees due under this Article 15 shall be made annually on the basis of annual statements, as hereinafter provided, except that the initial fees payable pursuant to paragraph D.1. hereof shall be paid within sixty (60) days after exhibition. Employer shall furnish to the Federation written annual reports showing the its gross receipts, in accordance with the foregoing, from distribution of programs in Supplemental Markets. The Federation shall have the right, at reasonable times, to examine the books and records of Employer insofar as they relate to the its gross from distribution in Supplemental Markets.

18. **USE OF PROGRAMS ON DOMESTIC COMMERCIAL BROADCAST TELEVISION**

If Programs produced under this Agreement are exhibited on domestic commercial broadcast television, the following percentages of the applicable Basic Rate (and not the usual wages earned at scale) set forth in Exhibits I and II hereto shall be paid to each instrumentalist, leader, contractor and music sound consultant who originally performed services in connection with such Program (including but not limited to rehearsal services rendered prior to performance):

<u>RUN</u>	<u>PERCENTAGE</u>
First	75
Second	75
Third	50
Fourth	50
Fifth	50
Sixth	10
Seventh and each subsequent run	5

Arrangers, orchestrators, and production musicians shall receive the applicable percentage payment for the re-use covered hereunder based upon actual wages earned at scale, but in no event such re-use payment exceed one hundred fifty percent (150%) of the payment to the leader computed as described above.

Copyists and Librarians shall receive the applicable percentage payments for the re-use covered hereunder based upon actual wages earned at scale, but in no event shall such payment exceed one hundred fifty percent (150%) of the payment to the instrumentalists computed as described above.

A second showing in any market shall start the second run, a third showing in any market shall start the third run, and similarly with respect to all subsequent runs.

19. **USE OF PROGRAMS ON THE INTERNET**

Employer may make Programs or portions thereof available on CMT's Internet Web site(s) and on any Web sites which are owned or controlled by Employer or Viacom Inc. No additional compensation to Musicians shall be payable for such use of Programs, which shall be deemed promotional use, provided that no charge is assessed to the public for access to such Programs or portions thereof. In the event that the public is charged for access to such Programs or portions thereof, the parties shall negotiate in good faith regarding payments, if any, due to Musicians for such use.

20. **USES OF PROGRAMS IN OTHER MEDIA**

If Programs or portions thereof are used in a medium which is newly developed during the term of this Agreement (e.g., Digital Broadcast Satellite), the parties shall negotiate in good faith regarding payments, if any, due to Musicians for such use.

21. **MOST-FAVORED NATIONS**

If, during the term hereof, the Federation shall enter into an agreement with any other producer upon terms more favorable than or different from those contained in this Agreement, Employer

shall have the right to cause this Agreement to be conformed therewith.

22. **SEVERABILITY**

If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

23. **NO DISCRIMINATION**

The parties agree not to discriminate against any Musician because of race, sex, creed, color or national origin.

24. **GRIEVANCE-ARBITRATION**

All disputes and controversies of every kind and nature whatsoever between Employer and the Federation or between Employer and any covered Musicians, arising out of or in connection with this Agreement, and any contract or engagement (whether overscale or not, and whether at the minimum terms and conditions of this Agreement or better) shall be submitted to arbitration, such arbitrator to be selected in accordance with the Rules for Voluntary Labor Arbitration of the American Arbitration Association. Notwithstanding the foregoing, nothing shall prohibit the exhibition or continued exhibition of any Programs produced hereunder or excerpts therefrom on basic cable or on other than basic cable unless such exhibition or continued exhibition is itself a violation of the terms of this Agreement.

25. **SCREEN CREDIT**

In the event Employer agrees to exhibit credits or a logo of any other organization, union, or guild, the same consideration will be granted to the Federation.

26. **PAST PRACTICE**

The past practice of any prior employer shall not be of any force or effect.

27. **ADVANCE NOTICE OF PROGRAMS PRODUCED UNDER AGREEMENT**

Employer shall give advance written notice to the Federation of each Program to be produced hereunder; provided, however, that inadvertent failure to give such advance notice shall not be deemed a material breach of this Agreement.

28. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years commencing as of July 9, 2005, and terminating on July 8, 2008.

CMT Productions, Inc.

By: _____

The American Federation of Musicians
of the United States and Canada

By: _____

MINIMUM WAGES & OTHER WORKING CONDITIONS

I. Recording instrumental musicians, leaders, contractors.

The minimum scale for instrumental musicians, leaders and contractors shall be the rates and conditions set forth below:

A. BASIC RATES

1. Variety Programs and Award Programs (other than strips).

	As of:	2/10/06	7/9/06	7/9/07
For a 1/2 hour show, per Musician, including two (2) hours rehearsal on the same day (including air rate in parentheses)		\$252.81 (103.17)	\$260.39 (106.27)	268.20 (109.45)
For a 1 hour show, per Musician, including four (4) hour rehearsal on the same day (including air rate in parentheses)		428.71 (129.44)	441.57 (133.32)	454.82 (137.32)
For a 1 1/2 hour show, per Musician, including six (6) hours rehearsal, which may be scheduled on two (2) consecutive days (including air rate in parentheses)		642.04 (193.14)	661.30 (198.93)	681.14 (204.90)
For shows over 1 1/2 hours, the air rate for each fifteen (15) minutes shall be:		32.08	33.04	34.03
Rehearsal Pay, per Musician, One (1) hour		74.82	77.06	79.38
For Additional Rehearsal Time, each fifteen (15) minutes or fraction thereof per Musician		18.71	19.26	19.84
Leader or Single Musician: Double recording musicians rate.				

Exhibit I

2. Other Programs, including Strip Variety Shows (five (5) days per week shows).

For a 1/2 hour show, per Musician, including one (1) hour time span (including air rate in parentheses)	166.36 (106.08)	171.35 (109.26)	176.49 (112.54)
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For a 1 hour show, per Musician, including two (2) hours rehearsal within a four (4) hour time span (including air rate in parentheses)	247.35 (126.79)	254.77 (130.59)	262.41 (134.51)
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For a 1 1/2 hour show, per Musician, including two (2) hours rehearsal within a five (5) hour time span (including air rate in parentheses)	310.85 (190.28)	320.17 (195.99)	329.78 (201.87)
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(The two (2) hour guarantee on the 1 hour and the 1 1/2 hour shows shall be adjusted to 1 1/2 hours when the orchestra consists of (15) or more Musicians including Leader and Contractor.)

For shows over 1 1/2 hours, the air rate for each fifteen (15) minutes shall be:	31.77	32.73	33.71
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Extra Rehearsal Pay, per Musician, One (1) hour	60.28	62.09	63.95
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Leader or Single Musician:
Double recording musicians rate except 125% of scale for organist on daytime serials and on other daytime programs where one musician plays background music.

3. Strip Variety Shows (three (3) or four (4) days per week shows).

Four (4) days per week

For a 1/2 hour show, per Musician, including one (1) hour rehearsal within a three (3) hour time span (including air rate in parentheses)	176.97 (116.69)	182.28 (120.19)	187.75 (123.79)
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For a 1 hour show, per Musician, including two (2) hours rehearsal within a four (4) hour time span (including air rate in parentheses)	260.76 (140.20)	268.59 (144.40)	276.64 (148.74)
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For a 1 1/2 hour show, per Musician, including two (2) hours rehearsal within a five (5) hour time span (including air rate in parentheses)	330.58 (210.02)	340.50 (216.31)	350.71 (222.81)
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(The two (2) hour guarantee on the 1 hour and the 1 1/2 hour shows shall be adjusted to 1 1/2 hours when the orchestra consists of (15) or more musicians including Leader and Contractor.)

For shows over 1 1/2 hours, the air rate for each fifteen (15) minutes shall be:	35.90	36.98	38.09
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Extra Rehearsal Pay, per Musician, One (1) hour	60.28	62.09	63.95
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Leader or Single Musician:
Double recording musicians rate.

Three (3) days per week

For a 1/2 hour show, per Musician, including one (1) hour rehearsal within a three (3) hour time span (including air rate in parentheses)	191.10 (130.82)	196.83 (134.74)	202.73 (138.78)
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Exhibit I

For a 1 hour show, per Musician, including two (2) hours rehearsal within a four (4) hour time span (including air rate in parentheses)	276.98 (156.42)	285.29 (161.11)	293.85 (165.94)
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For a 1 1/2 hour show, per Musician, including two (2) hours rehearsal within a five (5) hour time span (including air rate in parentheses)	353.84 (233.27)	364.45 (240.27)	375.39 (247.48)
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(The two (2) hour guarantee on the 1 hour and the 1 1/2 hour shows shall be adjusted to 1 1/2 hours when the orchestra consists of (15) or more Musicians including Leader and Contractor.)

For shows over 1 1/2 hours, the air rate for each fifteen (15) minutes shall be:	40.85	42.08	43.34
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Extra Rehearsal Pay, per Musician, One (1) hour	60.28	62.09	63.95
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Leader or Single Musician:
Double recording musicians rate.

4. Programs and Interstitial Material of Less Than One Half (1/2) Hour in Length.

As of:	2/10/06	7/9/06	7/9/07
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For all programs and interstitial material of less than 1/2 hour in length, per Musician including two (2) hours rehearsal/recording time on the same day (maximum of 15 minutes of final recorded music)	126.43	130.22	134.13
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Note: In the event a program or interstitial material of less than 1/2 hour in length contains more than 15 minutes of recorded music, rates shall be those for a 1/2 hour Variety Show (see Section I.A.1, above).

5. Rehearsal Conditions.

a. Rehearsal without videotape or pre-recording on any day prior to date of broadcast or date of completion of

videotaping -- Minimum of two (2) consecutive hours of rehearsal.

- b. Rehearsal with videotape or pre-recording on any day prior to date of broadcast or date of completion of videotaping -- Minimum of three (3) consecutive hours of rehearsal or videotaping.
- c. Rehearsal with or without videotaping or pre-recording on any day prior to date of broadcast or date of completion of videotaping -- If more than one (1) hour (excluding a meal period of not in excess of one (1) hour) elapses between the end of any sessions and the beginning of the following session on the same day, a minimum of two (2) consecutive hours will be paid for such second session, provided that payment at an overtime rate will not be made except for time actually worked for which the Musician is otherwise entitled to overtime pay. This provision does not apply if either of the sessions contains no actual rehearsal or pre-recording services but is entirely limited to the use of tapes or records without the orchestra being present.
- d. Rehearsal on day of live broadcast or completion of videotaping:

Half-hour Program -- a minimum of two (2) hours rehearsal plus actual time consumed in taping or air within a five (5) hour span. These hours need not be consecutive. For all time elapsed beyond five (5) hours, 50% of the time (excluding a meal period of not in excess of one (1) hour) will be consumed by rehearsal and/or taping-air time, in minimum one (1) hour calls except where a call is contiguous to rehearsal, air or taping.

One hour Program -- a minimum of four (4) hours rehearsal plus actual time consumed in taping or air within an eight (8) hour span. These hours need not be consecutive and, when such scheduling is not within Employer's control, may be used on the day of live broadcast or completion of videotaping or the day prior to the day of live broadcast or completion of videotaping. For all time elapsed beyond eight (8) hours, 50% of the time (excluding a meal period of not in excess of one (1) hour) will be consumed by rehearsal and/or taping-air time, in minimum one (1) hour calls except where a call is contiguous to rehearsal, air or taping.

One and one-half hour Program -- a minimum of six (6) hours rehearsal plus actual time consumed in taping or air, spread over any number of days provided that on the day of air (live) or one the last day of taping there will be a minimum of four (4) hours rehearsal plus actual time consumed in taping or air within an eight (8) hour span. These hours need not be consecutive. For all time elapsed beyond eight (8) hours, 50% of the time (excluding a meal period of not in excess of one (1) hour) will be consumed by rehearsal and/or taping-air time, in minimum one (1) hour calls except where a call is contiguous to rehearsal, air or taping.

Two hour Program -- a minimum of eight (8) hours rehearsal plus actual time consumed in taping or air, spread over any number of days provided that on the day of air (live) or on the last day of taping there will be a minimum of four (4) hours rehearsal plus actual time consumed in taping or air within an eight (8) hour span. These hours need not be consecutive. For all time elapsed beyond eight (8) hours, 50% of the time (excluding a meal period of not in excess of one (1) hour) will be consumed by rehearsal and/or taping-air time, in minimum one (1) hour calls except where a call is contiguous to rehearsal, air or taping.

6. Radio Simulcasts.

When live Programs are simultaneously broadcast over radio and television (simulcast), except when the Musicians otherwise compensated by an agreement between the Federation and another employer, the Musicians performing on each such simulcast, in addition to the television payment, shall be paid on a half hour program, \$27.50; on a one (1) hour program, \$36.30; and on any longer programs, \$8.80 for each additional one-half hour. In addition to the foregoing, the Employer may broadcast one non-simultaneous radio broadcast of either the entire Program, or the entire Program in a condensed form (but not in a form that is not identified as the original Program), provided that the Musician(s) performing on such radio broadcast shall be paid the applicable simulcast rate based on the original program length. Any other non-simultaneous radio broadcast of Program may be made and counted as play dates under Article 9 and 10, provided that Employer notifies AFM of such radio broadcasts and pays the applicable simulcast rate based on the original program length for each such radio broadcast.

B. CONTRACTOR

When an orchestra consists of six (6) or fewer playing Musicians, a contractor shall not be required. Where seven (7) or more Musicians are employed, Employer shall employ either a playing contractor to be paid at double-scale or a non-playing contractor to be paid at 150% of scale. When the orchestra consists of fifteen (15) or more Musicians (including the leader), either a non-playing contractor or playing contractor shall be employed at Employer's option and shall be paid double-scale.

C. DOUBLING

Twenty-five percent (25%) extra for the first double, and ten percent (10%) extra for each additional double, applied as set forth below. The following are not construed as doubling:

Piano and Celeste, when latter is furnished and Drummer's regulation outfit (consisting of Bass drum, Snare drum, Pedal, Cymbals, Gongs, Wood Blocks, Small traps and bells).

1. Variety Programs.:

The percentage extra listed above shall be applied as follows:

- a. 1/2 hour Program -- the air rate plus four (4) hours rehearsal.
- b. 1 hour Program -- the air rate plus eight (8) hours of rehearsal.
- c. 1 1/2 hour Program -- the air rate plus twelve (12) hours of rehearsal.
- d. For each fifteen (15) minutes beyond 1 1/2 hours -- the air rate plus two (2) hours of rehearsal.

2. Other Programs (including strip variety).

- a. 1/2 hour program - the air rate plus actual rehearsal used but in no event more than four (4) hours of rehearsal.
- b. 1 hour program - the air rate plus actual rehearsal used but in no event more than eight (8) hours of rehearsal.
- c. 1 1/2 hour program - the air rate plus actual rehearsal used but in no event more than twelve (12) hours of rehearsal.

- d. For each additional fifteen (15) minutes in excess of 1 1/2 hours - the air rate plus actual rehearsal used but in no event greater than two (2) hours for each fifteen (15) minutes.

The doubling fees shall be paid for each additional instrument requiring a doubling fee that the Musician is directed to bring to the engagement, whether or not used.

If, in addition to the normal sound of an instrument, an electronic device (i.e., multiplex, divider, maestro, multiplier of octaves) is used to simulate other instrumental sounds, such use shall be construed as a double.

D. CARTAGE

Except when a request is made by another employer having an agreement with the Federation, whenever Employer requests a Musician to bring a heavy instrument to a recording session, Employer shall specify whether the Musician shall transport such heavy instrument either by public or private transportation and public transportation shall be used if it is the only practicable manner of transportation. If a public carrier is to be used, Employer shall have the option of designating the public carrier which shall be qualified to transport musical instruments. If the instrument is delivered by the designated public carrier, Employer shall pay the cartage bill of the designated public carrier. If the Musician chooses to use a carrier other than that designated by Employer, Employer shall not be liable for a cartage bill greater than the rate charged by the designated carrier. If private transportation is used, Employer shall pay Musician cartage fees as follows:

- Harp, Electric Piano, Tympani\$30.00 each.
- String-Bass, Tuba, Drums, Amplifiers,
Baritone Saxophone, Bass Saxophone,
Cello, Contra Bass Clarinet and Contra
Bassoon\$6.00 each.

Employer shall not be liable for more than one (1) cartage payment for the cartage of a single instrument (i.e., Employer, if required to pay cartage, shall pay either the cartage bill of a public carrier or the cartage fee for private transportation, but not both).

E. HEALTH AND WELFARE FUND CONTRIBUTION

For the period commencing with the effective date of this Agreement, Employer shall contribute to any existing lawful Health and Welfare Fund of any Federation Local and commencing thirty (30) days after notice in writing to any such lawful Fund as may

be established hereafter by any other Federation Local, the sum of \$17.50 per Program if the Musician works on more than one Program in a given day, with a maximum of \$87.50 per week.

Contributions shall include days on which pre-recordings are used according to paragraph J of this Exhibit, but nothing herein shall require more than one payment of \$17.50 for such day if such Musician performs other covered work on that day but such work is limited to that Program.

With respect to each musical service performed within the jurisdiction of a Federation local where no such Fund is established, Employer shall pay said amount to each Musician.

Health and Welfare payments for Musician rendering services under this Agreement shall be sent to the plan of the local union in which the individual Musician is a member (if that local union has such a plan), regardless of the place where the Musician performed the services.

No such Health and Welfare Fund contribution whether paid to any Fund or paid directly to a Musician shall be the basis for computing the applicable American Federation of Musicians' Employers' Pension Fund contribution or any other payments under this Agreement such as doubling, overtime, premium time pay, etc.

Payments shall be made simultaneously with wage scales.

F. MULTIPLE PARTS

When a Musician plays multiple parts for purposes of over-dubbing, as distinguished from doubles and the playing of those instruments comprising the exceptions to the doubling provision, such Musician shall be paid the total payments that would have been made if different Musicians had been used for each part.

G. PREMIUM PAY

1. For all work performed beyond an eight (8) hour time spread in any day, between the hours of 8:00 a.m. and 12 midnight, payment shall be at the rate of time and one-half (150%) computed in fifteen (15) minute segments.
2. For all work between 12 midnight and 8:00 a.m., payment shall be at the rate of time and one-half (150%) computed in fifteen (15) minute segments.
3. For all work beyond an eight (8) hour time spread on any day between the hours of 12 midnight and 8:00 a.m., payment shall be at the rate of double-time (200%) computed at fifteen (15) minute segments.

4. For all work performed on any of the following holidays double-time (200%) of the basic session and overtime rates shall be paid:

In the United States: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Christmas, Independence Day and President's Day.

In Canada: New Year's Day, Good Friday, Labour Day, Dominion Day and Christmas.

Each of these holidays shall be observed on the day on which it is observed by employees of the United States Government or of the Government of Canada.

H. MEAL PERIODS

Any instrumentalist who is required to work more than five (5) consecutive hours without a meal break of at least one (1) hour shall be paid a penalty computed at twice the applicable rehearsal rate for the first such hour plus one hour's pay at the straight-time rehearsal rate for each additional hour until the meal break of one hour is given or the Musician is dismissed. All penalty time under this paragraph shall be computed and paid in half-hour segments.

I. REST PERIOD

Intermission of ten (10) minutes per hour away from stand shall be given on all engagements (i.e., ten minutes from the time Musicians leave stands until they return and are ready to play). There shall be no combination of more than two rest periods. No rest period will be given within the first thirty (30) minutes after the commencement of a session, provided that all Musicians who are to participate in the session are present at the commencement of the session.

J. USE OF PRE-RECORDINGS AND PHONOGRAPH RECORDS AT REHEARSALS

1. For each day that pre-recordings are used at rehearsals whether outside or inside the jurisdiction of the Local where the pre-recordings were made, members of the orchestra making the pre-recordings will be paid four (4) hours rehearsal pay. Employer shall provide contractor and/or leader with all on-location production schedules.
2. If a commercial phonograph record is used in the studio at rehearsals of a Program, the instrumentalists and leaders employed hereunder for such program shall be deemed present at such rehearsals and shall be paid in accordance with the applicable scale and conditions prescribed by this agreement during such rehearsals while such phonograph records are in

use, without being required to perform other services during such period.

K. MAKE-UP AND COSTUMING

For Make-Up and/or costuming -- \$20.00.

In no event shall Musicians be called in for make-up or costuming more than one (1) hour prior to rehearsal or recording, so that the make-up and/or costuming time shall immediately precede such rehearsal or recording.

L. ADVANCE NOTICE OF REHEARSAL

1. The contractor or leader shall be furnished with a rehearsal schedule at least twenty-four (24) hours before the first rehearsal for a Program, except where broadcast or studio schedules cannot be determined due to unanticipated developments. In addition, the contractor or leader shall be furnished with a copy of the engineering schedule or equivalent information.
2. Musicians shall be notified prior to first day of rehearsal the starting and finishing time of each day's call. On any day prior to final day of taping the finishing time cannot be extended beyond one (1) hour without the Musician being free to leave the engagement without being disciplined.
3. The starting time of a call for a day of air (live) or the last day of taping may not be changed (i.e., delayed or advanced) after 6:00 p.m. of the prior day, if the change is for more than two (2) hours. On all other rehearsal days, no such change of more than two (2) hours may be made prior to 6:00 p.m. of the second prior day.

M. CANCELLATION OF ENGAGEMENTS

An engagement once called shall not be cancelled or postponed less than four (4) days prior to the date of the call. In the event of an emergency, an engagement may be cancelled or postponed upon shorter notice with the consent of the Office of the President of the Federation.

N. BANK ACTS

1. The Federation shall be given notice by Employer of all bank act sessions (i.e., an act made for a program other than the one for which the Musician was engaged). Employer shall also give notice to the Federation of the program in which the bank act is broadcast.

2. Bank Acts shall be made for a particular Program series and cannot be used in a Variety Special Program.
3. There must be a live orchestra engaged on every Program in which bank acts are to be exhibited.
4. Musicians performing on a bank act shall be paid for the actual hours worked on such bank act and in addition for a three (3) hour minimum call.
5. Musicians who perform on a bank act and are not engaged for the Program in which the bank act is exhibited shall additionally receive the air rate for the Program plus an amount to equal the minimum guaranteed rehearsal applicable to said Program.
6. Re-use payments for Musician who perform on a bank act as exhibited shall be based on the air rate plus minimum rehearsal hours required for such Program.
7. Re-use payments for arrangers, orchestrators and copyists who prepare music for a bank act shall be based on actual wages earned at scale but in no event shall an arranger or orchestrator receive more than that of the leader, nor a copyist receive more than that of an instrumental musician.

O. RUN OF PROGRAM GUARANTEE

An instrumental musician who is engaged to perform on a weekly variety Program and who is retained on such Program for a period of more than two (2) consecutive Programs may not be replaced by Employer without his or her consent by another instrumental musician who is to play the same basic instrument on that Program, except for just cause, or at the end of any thirteen (13) week cycle of that Program. This commitment shall be reciprocal, and, therefore, if any such instrumental musician fails to appear personally for a session for which he or she has been called, except with the prior consent of the leader or contractor and Employer, such instrumental musician shall no longer be entitled to the protection of this paragraph. Such consent shall not be necessary when failure to appear is beyond the control of the instrumental musician.

P. LATE PAYMENT PENALTIES

If Employer fails to pay any Musician covered by this Agreement within the time periods established herein, the following schedule of late penalty will become due and payable:

1. A penalty of 5% of the above-mentioned amount due and unpaid if the delinquent payment is made within five (5) days

- (excluding Saturday, Sunday and holidays) after payment was due.
2. A penalty of 7 1/2% of the above-mentioned amount due and unpaid (excluding the penalty in 1. above) if the delinquent payment is made between the 6th and 10th business days (excluding Saturday, Sunday and holidays) after payment was due.
 3. A penalty of 10% of the above-mentioned amount due unpaid (excluding the penalty in 1. and 2. above) if the delinquent payment is made between the 16th and 30th business days (excluding Saturday, Sunday and holidays) after payment was due.
 4. A penalty of 15% of the above-mentioned amount due and unpaid (excluding the penalty in 1., 2. and 3. above) if the delinquent payment is made between the 16th and 30th business days (excluding Saturday, Sunday and holidays) after payment was due.
 5. A penalty of 20% of the above-mentioned amount due and unpaid (excluding the penalty in 1., 2., 3. and 4. above) if the delinquent payment is made between the 31st and 50th business days (excluding Saturday, Sunday and holidays) after payment was due.
 6. Payments made after such 50th business day shall require in lieu of the said additional 20% payment, the payment of an additional amount equal to 50% (fifty percent) of the initial amount payable plus an additional 10% payment for each thirty (30) days after the 50th day in which payment is not made. Such 50% and 10% payments shall not be required unless written notice has been given (which may not be given before the 31st day after the date of receipt of their completed billings and all necessary and completed W-4 forms) that Employer is delinquent and Employer has not made the payment within fifteen (15) business days after receipt of such notice.
 7. The above delinquent payment penalties shall not apply to payments which have not been made by the Company by reason of:
 - a. A bona fide dispute as to the amount due and payable notice of which shall be filed within five (5) business days following receipt of bills with the local of the Federation in whose jurisdiction the work was performed.
 - b. Emergencies beyond the control of Employer.

- c. Where Employer inadvertently makes less than full payment and presentation of the claim for the remainder is deliberately delayed in an attempt to collect a penalty.
- d. Where the delay is due to the failure of a Musician to return a W-4 form.

Q. THEME MUSIC

- 1. Themes shall contain only music for Program openings and closings. There shall be no bridges or cues made under this category.
- 2. Production of generic and umbrella themes are permitted under the terms of this Agreement; provided, however, that the use of such a theme the Program series shall require payments as indicated in paragraph 5 below.
- 3. Any generic or umbrella theme music used for promotional purposes shall be paid for, and governed in its use, in accord with the terms and conditions of the applicable A.F.M. Television and Radio Commercial Announcement Agreement.
- 4. The amount of finished music product made in a theme session, including units of related overtime, cannot exceed three (3) minutes in length.
- 5. The theme music minimum rates for Programs other than those described above shall be \$253.30 per instrumental musician (\$274.10 effective July 8, 2008) for a minimum session of three (3) hours. Related overtime shall be on a pro-rata basis for each additional fifteen (15) minutes or fraction thereof. For leaders and contractors, the minimum scale shall be as required under paragraph A of this Exhibit I. A single Musician (other than production musician) shall receive an additional 25% of scale.
- 6. Theme music may be utilized for twenty-six (26) weeks on the Program series engaging live Musicians for each episode and, except for prime time Programs, thirteen (13) weeks when no live Musicians are engaged.
- 7. All theme music utilized beyond the cycles outlined in paragraph 6 above will require a 100% repayment to each instrumental musician, arranger, orchestrator and copyist involved in the original production.

R. SPLITTING OF ORCHESTRA

Employer shall not be permitted to split an orchestra engaged for any Program produced hereunder except as follows:

1. Guest conductors.
2. Featured instrumental musician (not to exceed three (3) accompanying guest Artist).
3. Self-contained groups.
4. Orchestras from a city other than that from where the Program is being produced when called upon to perform for a single segment production number.
5. Instrumentalists called to augment the basic orchestra as required by an Artist.

S. MUSIC SOUND CONSULTANT

If a Musician is engaged to perform services in the booth in assisting or advising the producer or sound technician during the taping of a Program as to the musical sound quality being recorded, he/she shall be paid at the rate of \$78.15 for each hour (\$84.57 per hour effective July 8, 2008) he or she so performs (or, for such work in excess of eight (8) hours in any day, at time and one-half (150%) of such rate). Such Musician shall receive the percentages of such scale payments provided for in Article 10 hereof upon a second or subsequent re-use period of the Program. Such amounts may be credited against any overscale payments for musical services hereunder. The leader or contractor on that Program may not also serve in this capacity.

T. NEW DEVICES

Electronic instruments may be used creatively for the unusual sounds these instruments are capable of producing, but such electronic instruments shall not be used to displace sections of traditional musical instruments without the prior approval of the Federation.

U. INCOMPLETE TRACKS

1. Where self-contained groups appear on a Program, incomplete tracks of phonograph recordings which they have made may be used by them without restriction or additional payment beyond the rates for the television broadcast itself. Incomplete tracks may not otherwise be used without the prior consent of the Federation.
2. Where such permission is given to use incomplete tracks in situations not involving self-contained groups the following payments will be required:
 - a. to the recording and music preparation Musicians who made the original record, the air rate plus minimum guaranteed rehearsal;

- b. to the "in studio" orchestras, an additional two (2) hours rehearsal pay for the first track used and one additional hour for each additional track.
- 3. Where a self-contained group uses a track which contains Musician other than the group itself, payments in accordance with subparagraph U.2 shall be made except that the group itself shall be treated under subparagraph U.1.

V. USE OF MUSIC IN NEWS AND MAGAZINE PROGRAMS

- 1. Music in a news piece shall only be used with the picture in connection with which it was originally recorded.
- 2. If such music is recorded on location and exceeds two (2) minutes and thirty (30) seconds in length (or if constituting an entire production number), Musicians shall be paid the air rate for a one-half (1/2) hour "Other Program." If such music is performed in a studio, the one-hour Other Program rate shall apply.
- 3. No payment shall be required ff such music is (a) not directly related to the story being covered, (b) part of the general background or (c) part of an event such as a parade, sport presentation or other public spectacle.
- 4. If such music is used in connection with a news story, the parties shall address such use on a case-by-case basis.

W. TRAVEL EXPENSES

If Employer requires a Musician to travel out of town, Employer shall reimburse such Musician for all reasonable and necessary travel expenses, including cost of hotel if the Musician is required to stay overnight.

BASIC RATES FOR PRODUCTION MUSICIANS

A. HOURLY EMPLOYMENT

	As of:	2/10/06	7/9/06	7/9/07
A minimum call of two (2) hours, rate per hour		74.82	77.06	79.37

B. PREMIUM PAY

1. For all work performed beyond an eight (8) hour time spread in any day, between the hours of 8:00 a.m. and 12 midnight, payment shall be at the rate of time and one-half (150%) of the hourly rehearsal rate computed in fifteen (15) minute segments.
2. For all work between 12 midnight and 8:00 a.m., payment shall be at the rate of time and one-half (150%) of the hourly rehearsal rate computed in fifteen (15) minute segments.
3. For all work performed beyond an eight (8) hour time spread on any day, between the hours of 12 midnight and 8:00 a.m., payment shall double (200%) the hourly rehearsal rate computed in fifteen (15) minute segments.
4. For all work performed on any of the following holidays, double time (200%) of the basic session and overtime rates shall be paid:

In the United States: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and President's Day.

In Canada: New Year's Day, Good Friday, Labour Day, Dominion Day and Christmas.

Each of these holidays shall be observed on the day on which it is observed by employees of the United States Government or of the Government of Canada.

- C. Whenever the musical services of production musicians are recorded or videotaped, such production musicians shall subsequently be considered an integral part of the Program orchestra and shall be compensated according to the provisions of Exhibit I, paragraph R; provided, however, that the services of a production drummer who is not a member of

the Program orchestra may be recorded or videotaped with the Program orchestra in those production numbers in which such drummer had rehearsed during pre-production without invoking the provisions of paragraph R. For such services the production drummer shall receive payment for all hours so worked, but in no event less than the applicable air rate plus guaranteed rehearsal. The orchestra drummer rather than the production drummer shall be covered by Exhibit I, paragraph J with respect to use of that recording at rehearsals.

Production musicians may also be employed as members of the Program orchestra and it is therefore recognized that musical services for production musicians and those of the Program orchestra are separate services.

Production musicians' hours not devoted to recording and/or videotaping do not invoke paragraph R.

MUSIC PREPARATION SERVICES

Arrangers, orchestrators and copyists shall be paid not less than the rates set forth below and the conditions set forth shall apply.

A. ARRANGERS

- 1. Definition: Arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. An arrangement shall include reharmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.
- 2. Minimum Rates: Since arranging represents highly individual skills, the wages paid for arranging are left to the discretion of the person doing the work, provided, however, that the wages shall never be less than provided for in paragraph B of this Exhibit III.
- 3. Credits: On any Program in which the leader receives name credit, arrangers and orchestrators performing services on said show shall receive similar name credit.

B. ORCHESTRATORS

- 1. Definition: Orchestrating is the labor of scoring the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies or rhythms.

As of:	2/10/06	7/9/06	7/9/07
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- 2. Time Rates for Orchestrators: May be used only on adjustments, work at rehearsals, take downs, alterations, additions and in other situations where page rates are impractical. The hourly rate for time worked shall be
- | | | |
|-------|-------|-------|
| 43.72 | 45.03 | 46.38 |
|-------|-------|-------|

3. Page rates for orchestrators (subject to the rules of subparagraph B.4):

a. For not more than ten lines per score page:

	As of:	2/10/06	7/9/06	7/9/07
i. Orchestrating an arrangement per page		28.70	29.56	30.45
ii. Revoicing a score		12.64	13.03	13.42

b. For each additional single line part in excess of ten (10) parts per score page

		1.12	1.16	1.19
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c. For adding lines to a score already orchestrated (other than revoicing a score) when performed by the original orchestrator, per score page per line

		1.43	1.47	1.51
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Any other orchestrator will be paid in accordance with a.i. above.

d. For adding piano part, per score page

		2.90	2.98	3.07
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e. Orchestrating the part (without) score, the combined rate for orchestrating and copying.

Miscellaneous (not in the orchestra score):

f. For taking down a lead from voice, instrument or mechanical device including symbols (single line) for each four bar unit

		7.21	7.43	7.65
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g.	For scoring a two (2) line or three (3) line piano conductor part from an orchestral score each four (4) bar (two (2) lines)	13.36	13.76	14.18
	Each four (4) bar unit (three (3) lines)	17.71	18.24	18.79
h.	For scoring for solo piano, harp, accordion, etc., for individual performances each four (4) bar unit (two (2) lines)	13.36	13.76	14.18
	Each four (4) bar unit (three (3) lines)	17.71	18.24	18.79
i.	For scoring for (choral) voices (a page to consist of not more than four (4) voices, which may include a piano part), with come sopras being paid for	12.54	12.91	13.30
	Each additional voice	1.12	1.16	1.19

4. The following rules shall apply to page rates:

- a. A score page consists of four (4) bars and shall be computed on the basis of a minimum of ten (10) lines.
- b. Double staff and divisi parts shall count as two (2) lines.
- c. A pick-up shall be computed as a full bar.
- d. Come sopras shall be paid for.
- e. Repeats shall not be used within a chorus to reduce the wage paid (but repeats, del cegano and the like, which appear in the composition are permissible).
- f. Rates shall be computed on page and half-page rates, except that the first page shall be paid in full rather than prorated.
- g. The page rates do not include proofreading service.

- h. Voices and conductor parts written into a score, except those covered in subparagraph B.3.i, shall be treated as instrumental parts.
- i. The word "piano" shall be deemed to include organ, harp, celeste, harpsichord, accordion, cimbalom, etc., when written on two staves.

C. COPYISTS

- 1. Applicability: The minimum rates set forth in this paragraph C shall apply as follows:

	As of:	2/10/06	7/9/06	7/9/07
2.	Time rates for Copyists May be used only on pasting, cutting, production lines and in other situations where page rates are impractical. The hourly rate for time work shall be	25.85	26.62	27.42

PAGE RATES FOR COPYING

- 3. Page rates for copyists shall be as follows (subject to the rules set forth in subparagraph C.4.):

	As of:	2/10/06	7/9/06	7/9/07
a.	i. Single stave parts (single notation)	4.67	4.81	4.96
	ii. Single stave parts chorded, or divisi	9.39	9.68	9.97
b.	i. Double stave parts chorded (Piano, harp, organ, celeste, etc.)	9.39	9.68	9.97
	ii. + vocal cue	10.84	11.17	11.50
c.	i. Rhythm piano parts (chord symbols + bass line)	7.71	7.94	8.18
	ii. + vocal cue	10.12	10.42	10.73
d.	Piano-vocal (3 staves with lyrics)	14.06	14.48	14.91

	(piano cued & lyric rate)				
e.	Lead sheet (melody + chord symbols +lyrics, one set)	23.43	34.13	24.86	
VOCAL PARTS:					
f.	i. Single voice line + lyrics (1 set)	9.39	9.68	9.97	
	ii. Foreign language lyrics, extra page	2.11	2.17	2.24	
g.	i. Choir part with lyrics (1 set)	20.25	20.85	21.48	
	ii. Foreign language lyrics, extra page	3.42	3.52	3.63	
CONDUCTOR PARTS:					
h.	i. Conductor, piano - conductor, production, control, etc. (two staves only)	26.35	27.14	27.95	
	ii. Constructing chorded piano or conductor part (when no piano in score)	47.50	48.93	50.39	
	iii. Conductor's lead sheet (single stave) no words or lyrics	18.76	19.32	19.90	
ADDING LYRICS OR WORDS: (per set, per page):					
i.	i. Single stave parts	2.36	2.43	2.50	
	ii. Multiple stave parts	2.36	2.43	2.50	
	iii. Foreign language	Double above rates			
j.	NUMBERING BARS: (per page)				
		B&W	1.00	1.03	1.06
		Repro.	1.98	2.04	2.10

k.	CHORD SYMBOLS (where added, per page)				
	i. Single stave parts				
		B&W	2.42	2.49	2.56
		Repro.	4.63	4.77	4.91
	ii. Multiple stave parts				
		B&W	1.26	1.30	1.34
		Repro.	2.36	2.43	2.50
l.	Any part for solo performance		+50%		
m.	Special routines		+50%		
n.	Symphony rate		+50%		
o.	Transportation		+50%		
p.	Master copy for reproduction (all parts not listed)			Double part price	
q.	Time work				
	i. From 9:00 a.m. to 6:00 p.m. (straight time)		25.85	26.62	27.42
	ii. From 6:00 p.m. to 9:00 a.m. (time and 1/2)		38.73	39.89	41.09
	iii. Sundays and holidays (double time)		51.66	53.21	54.81
r.	Adding symbols (other than chord symbols) for electronic instruments or devices:				
	i. Single stave parts		2.43	2.50	5.58
	ii. Multiple stave parts		1.32	1.36	1.40

4. The following rules shall apply to page rates:

- a. For duplicating orchestra and bank scores (note for note), the minimum rate shall be one-half (1/2) of the orchestrating rate for scoring same.

- b. For remaking a score from regular parts, the minimum rate shall be one-third (1/3) of the orchestrating rate for scoring same.
- c. Modulations, new introductions, endings and interpolations from piano shall be paid for at orchestrating rates.
- d. Special routine work (writing only) where two (2) or more scores or orchestral parts must be used or referred to in extracting the parts shall be paid for at fifty percent (50%) more than the rates listed, provided that if such work requires a transposition of parts, for the parts so transposed, there shall be an extra charge of fifty percent (50%) of the listed rates.
- e. The contracting copyist shall be designated as a supervisor copyist and he/she shall be paid for his/her services twenty-five percent (25%) more than the listed rates for the work with respect to which he/she acts (including copying done by him/her) when the services of more than one copyist are necessary to complete the work assignment.
- g. When two or more copyists are required to split scores for the convenience of Employer, each copyist shall be paid at page and half-page rates for the section copied by him/her but not less than the applicable hourly rate.
- h. Rates for copying do not include any proofreading services. Proofreading, if required by the Employer, shall be paid for at the rate of \$39.11 per hour (\$42.32 per hour effective July 8, 2008) and with a two (2) hour minimum call to be applicable to such rate.
- i. Divisi parts shall be paid for on a pro rata basis.
- j. Editing shall be paid for at the copying rate plus fifty percent (50%).
- k. Rates shall be computed on the basis of ten (10) stave paper except that parts requiring three (3) or more braced staves shall be written on twelve (12) stave paper, unless impractical.
- l. Rates shall be computed on page and half-page rates except that the first page shall be paid in full rather than prorated.

- m. An average of four (4) bars per stave shall be secured, if possible, and two (2) staves of the first page (or any following pages, if necessary) shall be used for titles or other written items.
- n. The copyist who prepared the original part shall be paid the listed rate for any reproduction thereof by any mechanical means whatsoever except where a master copy was previously paid for at the rate listed.
- o. All paper and necessary working material shall be supplied by the Employer or furnished by the copyist at cost.
- p. Transportation of all parts shall be paid for at fifty percent (50%) more than the listed rates.
- q. Use of rehearsal letters every two (2), three (3) or four (4) bars or to circumvent payment for numbering shall not be deemed normal use.
- r. Copying from a score in which three (3) or more parts are combined on a single stave -- (50%) additional for those parts only.

D. LIBRARIANS

Librarians required to do arranging, orchestrating and/or copying music shall be paid page rate, respectively, for such arranging, orchestrating and/or copying, in addition to their regular salary. For all hours worked in excess of eight (8) in any day (excluding the meal period), time and one-half shall be paid. For all hours worked between 12:00 midnight and 8:00 a.m., fifty percent (50%) additional to the classified rate shall be paid.

As of:	2/10/06	7/9/06	7/9/07
Playing librarians shall receive for their services as librarians with minimum time, two (2) hours, per hour or fraction thereof	40.97	42.19	43.45
Non-playing librarians shall receive for their services as librarians a minimum for two (2) hours service or less	133.63	137.64	141.77
Overtime, above the minimum two (2) hour call, shall be paid for at rate per hour or fraction thereof	44.67	46.00	47.39
Non-playing librarians required to work on day other than day of broadcast, per hour	44.67	46.00	47.39

E. GENERAL RULES APPLICABLE TO ARRANGERS, ORCHESTRATORS AND COPYISTS

1. The arranger or orchestrator shall deliver to the copyists a full score. A full score is a visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which no other than two (2) instruments are combined on a single staff. Abbreviations by come sopra and/or col indications within the same score may be used.
2. If an arrangement, orchestration and/or part(s) (or any portion thereof) resulting from music preparation services performed under another agreement with the Federation are first used for a Program hereunder, a first-time new use payment shall be made in full, at the rate applicable hereunder, to all music preparation musicians who rendered such original services. Music first used for a legitimate Telethon shall not be considered as a "first use" on television for purposes of computing new use payment.
3. Arrangers, orchestrators and copyists shall stamp the first and last pages of all arrangements and score and the first page of all parts with their official, union stamp. Card number, local and year must be written on deshon master copy.
4. Minimum pay for any job assignment shall be no less than the equivalent of a four (4) call at the applicable hourly rate.

5. Orchestrators and copyists shall receive the following premium rates:
 - a. For work from 6:00 p.m. to 9:00 a.m., the listed rate plus one-half.
 - b. For work performed on the same job at any time following a call back less than eight (8) hours after dismissal during premium pay hour, the listed rate plus one-half.
 - c. For work in excess of eight (8) hours in one day, the listed rate plus one-half.
 - d. For work in the U.S. on Sundays and the following holidays: New Year's Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, double the listed rate.
6. If Employer requests an orchestrator or copyist to work in a city other than the one in which he/she resides or in his/her normal working environs in which he/she is customarily employed, such work shall be paid for at the listed rate plus twenty-five (25%). In the case of an orchestrator, Employer shall guarantee a minimum of \$110.00 per day. In the case of a copyist, Employer shall guarantee a minimum of \$85.00 per day. In such cases, Employer will reimburse all reasonable and necessary travel expenses, including meals and including the cost of hotel if such orchestrator or copyist is required to stay away overnight.
7. Orchestrators shall not be required to attend Program recording sessions unless engaged as Music Sound Consultant.
8. Payments for music preparation are due not later than twenty-one (21) working days following submission of W-4 forms and bills for services rendered.
9. HEALTH AND WELFARE CONTRIBUTION

For the period commencing with the effective date of this Agreement, Employer shall contribute to any existing lawful Health and Welfare Fund of any Federation Local and commencing thirty (30) days after notice in writing to any such lawful Fund as may be established hereafter by any other Federation Local, the sum of \$17.50 per day with a maximum of \$80.00 per week for work performed within the jurisdiction of such Federation Local by each copyist covered by this agreement.

With respect to any such service performed within the jurisdiction of a Federation local where no such Fund is established, Employer shall pay to each such copyist said \$17.50 per day or maximum of \$87.50 per week.

Contributions for orchestrators and arrangers shall be based on one percent (1%) per contract billing with no less than the daily minimum (of Musician, copyist, etc.)

Health and Welfare payments for Musicians rendering services under this Agreement shall be sent to the plan of the local union in which the individual Musician is a member (if that local union has such a plan), regardless of the place where the Musician performed the services.

No such Health and Welfare contribution whether paid to any Fund or paid directly to an arranger, orchestrator and copyist shall be considered wages or the basis for computing the applicable AFM-EP contribution or any other payments under this agreement such as overtime, premium pay, etc.

10. PICK-UP AND MESSENGER SERVICE. Pick-up and messenger service shall be paid by Employer.
11. Music prepared for a Program produced under this Agreement shall not be furnished to any Artist or other person.

12. It shall be the responsibility of the leader, unless Employer designates a contractor or librarian, to prepare a Music Report which lists the musical selection, the Artist, the arranger or orchestrator, the copyist, the number of bars of music in the arrangement and the instrumentation of the orchestra in the Program. The Music Report shall further indicate whether the arrangement or orchestration was prepared for the Program and, if not, when and where it was prepared, if then known, and whether it was previously used in the production of a television program. Within five (5) days after production, the preparer shall submit a copy of such report to Employer and the appropriate Local of the Federation. This report shall be for informational purposes only and shall not create any obligation on the part of Employer.

TRANSFER OF RIGHTS

Upon the sale, transfer, assignment, license, lease, agreement to distribute or other disposition by CMT Productions, Inc. ("Employer") of its television rights in the Program(s) titled _____ produced by it under the collective bargaining agreement (the "Agreement") by and between the American Federation of Musicians of the United States and Canada (the "Federation") and Employer, Employer shall not be responsible to the Federation or to Musicians for any payments thereafter due with respect to replays, reruns, Supplemental Markets Use, domestic commercial broadcast television use or foreign use or for a breach or violation of the Agreement by such transferee (including a distributor), if Employer, in its agreement with such transferee, has included a provision (hereinafter referred to as an "assumption agreement") substantially in the following form:

"(Insert name of transferee) hereby agrees with CMT Productions, Inc. ("Employer") that the _____ recorded programs titled _____ (the "Programs") covered by this agreement were produced pursuant to the collective bargaining agreement (the "Agreement") by and between American Federation of Musicians of the United States and Canada (the "Federation") and Employer. Transferee shall, for the benefit of the Federation, as representative of the performers affected thereby, make the additional compensation payments subsequently incurred and required by and under said Agreement for replays, reruns, supplemental markets use, domestic broadcast television or foreign use, and all social security withholding, unemployment insurance and disability insurance payments and any other payments required of employers by law with respect to such additional compensation. Transferee shall also make all appropriate contributions to the Federation Pension, Health and Welfare Funds required under the provisions of said Agreement with respect to such additional compensation, and maintain records of the exhibition of such recorded programs and to file appropriate reports with respect thereto."

"Any dispute between the transferee and the Federation or between the transferee and any performer whose services are covered by this assumption agreement, involving the performance or interpretation of this assumption agreement, shall be submitted to arbitration in accordance with Article 23 of the Agreement."

Exhibit IV

Employer shall give written notice to the Federation within thirty (30) days of each sale, transfer or assignment, license or other disposition of the Programs which is subject to this Agreement, and such notice shall specify the name and address of the purchaser, licensee, transferee or assignee, and to deliver to the Federation a copy of the above referred to assumption agreement.

CMT PRODUCTIONS, INC.
330 Commerce Street
Nashville, TN 37201

Sideletter #1

As of July 9, 2005

American Federation of Musicians
of the United States and Canada
1501 Broadway, Suite 600
New York, New York 10036

Ladies and Gentlemen:

This Sideletter shall supplement the collective bargaining agreement by and between CMT Productions, Inc. (hereinafter "Employer") and the American Federation of Musicians of the United States and Canada, dated as of July 9, 2005 (hereinafter the "Agreement").

Notwithstanding anything contained in Exhibit I, Section C of the Agreement ("Doubling"), Employer shall not be charged for a double in any case in which a musician plays an electric guitar and an acoustic guitar.

If the foregoing constitutes our understanding, kindly execute this Sideletter where indicated below.

Very truly yours,

CMT PRODUCTIONS, INC.

By: _____

AGREED TO AND ACCEPTED

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

By: _____

Date: _____

CMT PRODUCTIONS, INC.
330 Commerce Street
Nashville, TN 37201

Sideletter #2

As of July 9, 2005

The American Federation of Musicians
of the United States and Canada
1501 Broadway, Suite 600
New York, New York 10036

Ladies and Gentlemen:

This sideletter shall supplement the collective bargaining agreement by and between CMT Productions, Inc. (hereinafter "Employer"), and the American Federation of Musicians of the United States and Canada ("AFM") dated as of July 9, 2005.

Employer and AFM recognize that the markets for video-on-demand programming are evolving and agree that the basis for payment, if any, or exploitation in such markets shall be determined at a later time. Accordingly, for a period of one (1) year from the date of execution of the Agreement, Employer may use covered material on video-on-demand services without additional compensation. Employer shall provide to AFM notice of, and information about, any revenue-producing video-on-demand arrangements entered into by Employer during that period. After that period, AFM may request to meet with Employer to negotiate appropriate compensation, if any, for use of covered programming in video-on-demand services.

Sideletter #2
American Federation of Musicians
of the United States and Canada

If the foregoing constitutes our understanding, kindly execute this letter agreement where indicated below.

Very truly yours,

CMT PRODUCTIONS, INC.

By: _____

AGREED TO AND ACCEPTED:

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

By: _____

Date: _____

CMT PRODUCTIONS, INC.
330 Commerce Street
Nashville, TN 37201

Sideletter #3

As of July 9, 2005

The American Federation of Musicians
of the United States and Canada
1501 Broadway, Suite 600
New York, New York 10036

Ladies and Gentlemen:

This sideletter shall supplement the collective bargaining agreement by and between CMT Productions, Inc. (hereinafter "Employer"), and the American Federation of Musicians of the United States and Canada ("AFM") dated as of July 9, 2005.

Employer and AFM agree that if at any time during the term of the Agreement AFM enters into a collective bargaining agreement with Great American Country ("GAC") basic cable network or with any entity that is at least 50%-owned or controlled (whether directly or indirectly) by Scripps Networks Interactive Inc. in connection with programs produced for initial exhibition on the GAC basic cable network (a "GAC Agreement"), AFM shall promptly furnish Employer with a copy of such GAC Agreement. Employer may elect to adopt the terms of such GAC Agreement, in their entirety, and in that event such terms of the GAC Agreement shall supersede the terms of this Agreement.

Sideletter #3
American Federation of Musicians
of the United States and Canada

If the foregoing constitutes our understanding, kindly execute this letter agreement where indicated below.

Very truly yours,

CMT PRODUCTIONS, INC.

By: _____

AGREED TO AND ACCEPTED:

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

By: _____

Date: _____