

THE TV WRITERS FUND FOR THE FUTURE, INC.

Director's Letter of Agreement

The undersigned ("Undersigned") has read and understands the Bylaws of the TV Writers Fund for the Future, Inc. ("the Bylaws"), a nonprofit public benefit corporation (sometimes referred to herein as "the Corporation" or "the organization"). The Corporation is not organized for the private gain of any person.

In particular, and without limitation, the Undersigned acknowledges that the Bylaws contain certain essential provisions that provide guidelines for the actions, duties and obligations of the Undersigned in fulfilling his/her performance as a member of the Board of Directors of the Corporation ("the Board").

The Corporation's activities shall include the following:

- a. The Corporation may sponsor television writing industry networking events, but only if the Board determines that such events will be educational in nature or will promote the reduction of prejudice and discrimination against older television writers ("Writers"). Participation in such events by any person or entity shall be completely voluntary.
 - b. The Corporation may offer grants or loans to qualified Writers, to finance (or partially finance) the preparation, publicizing, marketing and dissemination of television or movie-format scripts, shorts, presentations, pilots, new media, Internet or similar audio/visual works. The Corporation may also sponsor or co-sponsor competitions open to Writers, including awards, for such writing. The purpose of such awards, grants or loans shall be to increase the Writer's chances of obtaining television writing opportunities. Prior to offering such grants or loans, the Board shall take measures to ensure that such grants or loans are offered in a non-discriminatory fashion in terms of racial, ethnic, religious, or gender preference, are properly based on need and/or merit, and are not awarded through a process that does not favor pre-selected individuals. Pursuant to its rules, and subject to availability of funds, the Board may approve awards, grants or loans for this purpose, based on criteria including, but not limited to, financial need, and the merits of the proposal.
 - c. Directly or through a third party charity, the Corporation may provide emergency social welfare loans (i.e., food, health, transportation, or shelter) to Writers who meet financial necessity criteria approved by the Board.
 - d. The Corporation may pay for a study that explores ways to enhance Writers access to medical insurance.
 - e. The Corporation may pay for a study that explores potential financial resources to supplement pensions for Writers, including but not limited to annuities.
- Notwithstanding the foregoing, no particular activity may be undertaken unless the Board determines, in its reasonable discretion, that said activity (1) promotes social welfare by reducing prejudice and discrimination against older television writers within the television industry, (2) assists a Writer who is in financial need, (3) is educational in nature, or (4) furthers literary purposes in a manner to benefit older writers. It is understood that these activities may benefit

the Participating Claimants in the cases consolidated by the Los Angeles Superior Court in “The TV Writers Cases,” LASC # BC 268 836 and related cases (the “Participating Claimants”).

Notwithstanding the mandate for the Corporation to pursue the activities described above, the members of the Board must comply with certain restrictions on its activities. Fundamental to the activities of the Corporation, the funds that are received by the Corporation from Qualified Settlement Fund II (“QSFII”) with respect to The TV Writers Cases (“the QSF Funds”) shall be held, distributed, and administered as a separate fund, subject to the following additional restrictions (“The QSF Restrictions”):

(a) Notwithstanding the organization of the Corporation as a “non-member” entity, the Board shall administer the QSF Funds for the sole benefit of the Participating Claimants.

(b) The Board shall adopt and adhere to a policy relating to privacy and confidentiality that is consistent with the fullest disclosure and access possible, including the Settlement Agreement and Orders of the Court in the TV Writers Cases.

(c) The Board shall adopt and implement policies and procedures to ensure that all conflicts of interest, or the appearance thereof, within the Corporation and the Board are identified and appropriately eliminated through disclosure, recusal, or other means.

(d) The Board shall establish and implement policies and procedures that enable individuals to come forward with information on illegal practices or violations of organizational policies. This “whistleblower” policy shall specify that neither the Board nor the Corporation will retaliate against, and will protect the confidentiality of, individuals who make good-faith reports of misconduct.

(e) So long as the QSF Funds are administered by the Corporation, the Board shall have at least one annual open business meeting, in addition to such other networking meetings and workshops as may be scheduled, in person or by teleconference call-in, for Participating Claimants and their invitees.

(f) The Corporation's audited financial report board shall adopt policies to ensure that the Corporation keeps complete, current, and accurate financial records, which shall be audited annually by a Certified Public Accountant licensed to do business in the State of California. During QSFII's existence, the annual audit report shall also be presented to the Board and to the Trustees of QSFII. After QSFII has closed, such audit reports shall be posted on the website accessible to Settlement Class members who have opted to participate in the programs described above.

(g) The Board shall develop methods of soliciting comments and concerns from Participating Claimants upon the governance, conduct, activities and purposes of the QSF Funds, as well as means of conveying Participating Claimants' comments and concerns to the Court in appropriate circumstances. Such means may include, by way of example, an advisory (non-voting) committee of Participating Claimants

(h) At least 10% of the remaining funds of the QSF Funds shall be spent annually for the purposes set forth in the TV Writers Cases Settlement Agreement.

(i) That portion of the Corporation's activities that rely upon QSF Funds to operate shall terminate within five (5) years after the date of the incorporation of the Corporation. However, the

sunset date may be extended not more than twice for two years per extension upon notice to Participating Claimants posted on the QSF website.

(j) The Los Angeles County Superior Court shall retain continuing jurisdiction to review all operations and expenditures of the QSF Funds and authority to make orders concerning the conduct and activities pertaining to the QSF Funds and the disposition of its assets until QSFII is formally closed. Thereafter, oversight shall be in accordance with California law on non-profit corporations and applicable rules of the Superior Court.

Director's Standard of Care:

A Director shall perform the duties of a director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except for conflicts of interest, a person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Annual Statements:

Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflict of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

Board Member's Commitment

The Undersigned understands that as a member of the Board of Directors of the Corporation, I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals to empower experienced screenwriters to achieve and sustain productive careers. I believe in the purpose and the mission of the organization, and I will act with appropriate duty of care and duty of loyalty as its steward.

As part of my responsibilities as a board member:

- A. I will attend at least 75 percent of board meetings, committee meetings, and special events.
- B. Each year, but no later than Thanksgiving, and without having to be asked, I will make a meaningful personal financial contribution to the organization.
- C. I will actively participate in one or more fundraising activities of the Corporation.
- D. I will excuse myself from discussions and votes where I have a conflict of interest.
- E. I will stay informed about what's going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies, and other matters.
- F. I will keep informed about issues in the industry and field in which we are working.
- G. I will work in good faith with staff and other board members as partners toward achievement of our mission statement.
- H. I will maintain the confidentiality of all Board matters and discussions and I agree to sign and abide by the organization's Nondisclosure Agreement.
- I. I have read the Bylaws of the TV Writers Fund for the Future, Inc. and understand my responsibility to uphold them. I further understand that I am expected to, and will, comply with all applicable federal and state laws to this organization.
- J. If I don't fulfill these commitments to the organization, I will expect the Board president to call me and discuss my responsibilities with me. If I continue to be unable to fulfill my commitments, I understand that I may be asked to resign from the Board, and, if so, I agree to do so.

I have read the above and understand my responsibilities to the organization. I hereby acknowledge, accept and agree to the foregoing.

Signed: by _____, Board Member/Officer/Executive Director
Date _____