

**MEMORANDUM OF AGREEMENT FOR THE
2019 WGA PUBLIC TELEVISION FREELANCE AGREEMENT**

This Memorandum of Agreement (“Agreement”) is entered into between the Writers Guild of America, East, Inc. and the Writers Guild of America, West, Inc. (collectively “WGA” or the “Guild”), and WGBH Educational Foundation, Thirteen, and KCET (collectively “Company”).

The provisions of the 2016 WGA-Public Television Freelance Agreement (including all sideletters), as amended by this Agreement and subject to conforming changes, and as such provisions may be amended and shall be known as the “2019 WGA-Public Television Freelance Agreement.”

All provisions of the 2016 WGA-Public Television Freelance Agreement shall remain unchanged except as expressly modified herein.

The terms and conditions set forth in this Agreement shall be effective as of July 1, 2019, subject to ratification.

1. Term of Agreement

Modify Article II to reflect the four-year term of July 1, 2019, through June 30, 2023.

2. Minimums

All minimum rates set forth in the WGA-Public Television Agreement shall be increased as follows:

On 7/1/2019 through 6/30/2020 – 2.5%
On 7/1/2020 through 6/30/2021 – per 2020 MBA
On 7/1/2021 through 6/30/2022 – per 2020 MBA
On 7/1/2022 through 6/30/2023 – per 2020 MBA

3. Streaming Residuals

Amend Sideletter #8 to the following:

For the purposes of this Agreement, the parties confirm their understanding that the provisions of Article 64 of the 2017 MBA, or any successor agreement thereto, shall apply to the linear use on public broadcasting on-line services (including the Internet and in other new media) of excerpts and full programs containing covered literary material. Such use shall be permitted only when such programs are in license for

exhibition on public television in accordance with the license provisions of this Agreement. Out-of-license streaming shall require the payment to writer(s) of seventeen and one-half percent (17.5%) of initial minimum compensation for a three (3) year use period and twelve and one-half percent (12.5%) of initial minimum compensation for any additional streaming thereafter, provided that either party may re-open negotiations concerning this provision during the Term of the Agreement. When such usage of excerpts is "promotional," as defined in Article VI. J of this Agreement, the promotional exception to this payment as provided in Article VI. J. shall apply. In the event that such on-line use becomes one of the main vehicles for the distribution of product currently distributed or exhibited in any other market covered by this Agreement (e.g., audio-visual, pay TV, or domestic television), such use shall be deemed a use in that analogous market and all provisions of this Agreement which are applicable to that market shall be applicable to such on-line use, provided the monies or other valuable consideration actually received by the Company for the exploitation of the rights are not less than the fair market value of such rights. However, if either party wishes to negotiate a rate different from the then-current analogous market rate, such party may request immediate bargaining which shall commence within sixty (60) days of such request.

Notwithstanding the foregoing, in the event the Company inadvertently continues to stream a program up to ninety (90) days past the expiration of a license period, and Company discontinues its streaming within thirty (30) days following notice from the Guild (up to a maximum of one hundred twenty (120) days following the expiration of a license period), Company shall pay to writer(s) five percent (5%) of initial minimum compensation for such inadvertent additional use.

4. Conforming Language

All references to the WGA 2014 Theatrical and Television Basic Agreement ("MBA") shall be amended to reference the "2017 MBA, and any successor agreement thereto."

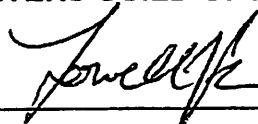
ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA, EAST, INC.

on behalf of itself and its affiliate,

WRITERS GUILD OF AMERICA, WEST, INC.

By: _____



Date: _____

9/19/19

WGBH EDUCATIONAL FOUNDATION,
THIRTEEN (f/k/a EDUCATIONAL BROADCASTING CORPORATION)
KCET COMMUNITY TELEVISION OF SOUTHERN CALIFORNIA

By:  Date: 10/8/19