

2006 SCREEN ACTORS GUILD
BASIC CABLE AGREEMENT

The following agreement is entered into by the Screen Actors Guild, Inc. (hereinafter "SAG" or "the Guild") and _____ (hereinafter "Producer") with respect to dramatic television motion pictures, excluding animated television motion pictures, produced for initial exhibition on a basic cable service.

1. Producer is a current signatory to the applicable 2005 SAG Television Agreement or hereby agrees to sign the 2005 SAG Agreement for Independent Producers of Television Motion Pictures ("TV Agreement") and except as provided herein, all terms and conditions of the applicable TV Agreement shall apply to motion pictures produced hereunder.
2. On days for which the TV Agreement requires premium pay for travel, such travel time shall be compensated at straight time with respect to employment covered hereunder.
3. The following terms shall apply to the payment of compensation for reruns if the picture is exhibited more than once on a basic cable service:

2nd run - 17.0% of performer's total applicable minimum salary
3rd run - 12.0% of performer's total applicable minimum salary
4th run - 11.0% of performer's total applicable minimum salary
5th run - 10.0% of performer's total applicable minimum salary
6th run - 6.0% of performer's total applicable minimum salary
7th run - 4.0% of performer's total applicable minimum salary
8th run - 4.0% of performer's total applicable minimum salary
9th run - 3.5% of performer's total applicable minimum salary
10th run - 3.5% of performer's total applicable minimum salary
11th run - 3.0% of performer's total applicable minimum salary
12th run - 2.5% of performer's total applicable minimum salary
For the 13th run and each subsequent run, the performer shall be paid 1.5% of the performer's total applicable minimum salary.

In such event, Producer shall pay residuals for the second through fifth runs even if the program is not actually exhibited that many times. The residual payments for the third, fourth and fifth runs shall be made at the same time the residual payment is due for the second run. If the picture is thereafter exhibited a third, fourth or fifth time, no additional payment shall be due for these runs. Such prepayment of residuals for the third, fourth or fifth run shall not constitute a violation of the following paragraph of this Paragraph 3. Residuals for the sixth run and all runs thereafter will be triggered if, and only if, the picture is actually run that many times.

As to employment agreements covering all performers, the performer may agree to an advance payment for reruns on basic cable provided the advance payment is separately listed and is paid in addition to the salary, which is separately and specifically set forth as salary (not including advances) in the performer's contract and, provided further, that the salary at which advance payments which are additional for such reruns is permitted shall be no less than two hundred percent (200%) of the applicable minimum salary.

4. No residuals are due for the "first sale" of the picture in Canada. The first sale is limited to the first license agreement (which may not exceed five (5) years, except that the Guild shall not unreasonably withhold a waiver of the five (5) year limitation in the event of an outright sale, rather than a license, of the picture) with a Canadian broadcast service (which may be a free television, pay television or basic cable service).

5. If the picture is aired on domestic syndicated free television, each performer shall be paid compensation for each run as follows:

1st run - 40.0% of performer's total applicable minimum salary
2nd run - 30.0% of performer's total applicable minimum salary
3rd run - 25.0% of performer's total applicable minimum salary
4th run - 25.0% of performer's total applicable minimum salary
5th run - 25.0% of performer's total applicable minimum salary
6th run - 15.0% of performer's total applicable minimum salary
7th run - 15.0% of performer's total applicable minimum salary
8th run - 15.0% of performer's total applicable minimum salary
9th run - 15.0% of performer's total applicable minimum salary
10th run - 10.0% of performer's total applicable minimum salary
11th run - 10.0% of performer's total applicable minimum salary
For the 12th run and each subsequent run, the performer shall be paid 5.0% of the performer's total applicable minimum salary.

6. Notwithstanding the provisions of Paragraph 5 above, if the picture is run on domestic syndicated free television after the picture has been run ten (10) times on a basic cable service or on a date more than one (1) year after the initial exhibition on a basic cable service, the first run of the picture on free television shall be deemed the third run of the picture under Paragraph 5 above and residuals shall be computed by multiplying the fixed residual amount otherwise due by a fraction, the denominator of which is four hundred seventy-five thousand dollars (\$475,000) with respect to a motion picture in excess of 30-minutes in length or three-hundred thousand dollars (\$300,000) with respect to a motion picture of 30-minutes or less in length, and the numerator of which is the Distributor's Gross up to a maximum of four hundred seventy-five thousand dollars (\$475,000) with respect to a motion picture in excess of 30-minutes in length or three-hundred thousand dollars (\$300,000) with respect to a motion picture of 30-minutes or less in length.

7. If a picture subject to Paragraph 6 above is sold in combination with any other picture, the Producer shall allocate to each picture a fair and reasonable portion of the Distributor's Gross and shall include such amount in the numerator referred to in Paragraph 6. If the Guild contends that the amount so allocated was not fair and reasonable, such claim may be determined by submission to arbitration and the arbitrator shall have the authority to determine the fair and reasonable amount to be so allocated.

8. If a picture subject to Paragraph 6 above is syndicated with advertising time withheld by the

Distributor (i.e., barter syndication), the fair market value of the amount allocated to the "barter" portion of the deal shall be included in the numerator referred to in Paragraph 6. If the Guild contends that the amount so allocated does not represent the fair market value of the "barter", such claim may be determined by submission to arbitration and the arbitrator shall have the authority to determine the fair market value to be so allocated.

9. The Producer shall make the payments due pursuant to Paragraphs 3, 5 and 6 above within the time period set forth in Section 18(b)(5) and in the manner required by Section 18(e) of the TV Agreement. Simultaneously, with each payment due pursuant to Paragraph 6, the Producer shall submit to the Guild a statement showing the revenue amounts used to compute the multiplier.

10. The Producer affirms that, consistent with Section 18(e)(2) of the TV Agreement, it shall provide the Guild with prompt access to any and all documents or records of the Producer and will use its best efforts to provide access to all documents or records of the Distributor necessary to confirm compliance with the foregoing terms and conditions.

11. Notwithstanding language to the contrary which may be contained in the schedules governing the employment of background actors in the current SAG Codified Basic Agreement, the provisions of Schedule X, Part I and Schedule X, Part II shall apply to pictures made pursuant to the Agreement.

12. The Producer agrees to indicate on the reporting form of contributions to the SAG Producers Pension and Health Plans, that the earnings being reported are from work under the Screen Actors Guild Basic Cable Agreement.

13. The term of this Agreement shall commence on January 1, 2006, and shall terminate on June 30, 2008. This Agreement shall be applicable to any television motion picture, excluding animated television motion pictures, produced for initial exhibition on a basic cable service for which principal photography commences on or after January 1, 2006.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below.

SCREEN ACTORS GUILD, INC.

PRODUCER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____