

SCREEN ACTORS GUILD 2006-2008 EXTENSION TO THE COMMERCIALS CONTRACT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between Screen Actors Guild, Inc. (herein called the "Union" or "SAG") and the ANA-AAAA Joint Policy Committee on Broadcast Talent Relations (herein called the "JPC").

1. TERM AND EFFECTIVE DATE

This contract shall be for a 2-year term commencing October 30, 2006 and continuing to and including October 29, 2008, and shall continue in effect thereafter until terminated by either party by 60 days notice in writing to the other.

2. JURISDICTION

The term "Commercials" also includes short advertising messages intended for showing on New Media as that term is defined in Paragraph 6 of this document.

3. COMPENSATION

Increase all compensation 6% effective October 30, 2006. This includes Spanish Language Commercials (Schedule C) and Extra Performers (Schedule D). For all rates, please see Exhibit A, Rate Charts, beginning on page 6.

(For updated unit values for Wild Spot, Cable, and Spanish Language, please see Exhibit B, Unit Value Charts, beginning on page 9.)

4. CONTRIBUTIONS TO PENSION PLAN

Contributions to the SAG-Producers Pension Plan shall increase by one-half of one percent (.5%).

5. INTERNET USE

A. <u>Internet Use of Commercials Made for Initial Use on Either Broadcast Television, Cable or New Media</u>

In addition to the rights and obligations set forth in Section 36.A (Internet Use of Commercials Made for Initial Use on Broadcast Television) and Section 26 (Editing) of the SAG Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for Internet use, then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither SAG nor the Producers will promulgate minimum rates for extended or unlimited editing rights for the Internet.

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B. <u>Commercials Made Initially for Use on the Internet</u>

In order to provide for fair negotiation for the editing of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of audition and hire of the anticipated number of commercials, and the anticipated use, *e.g.*, websites, etc.

The performer's Standard Employment Contract shall note the number of commercials produced. (See Exhibit C).

In addition to the rights and obligations set forth in Section 36B (Commercials Made for Initial Use On the Internet) and Section 26 (Editing) of the SAG Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for Internet use, then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither SAG nor the Producers will promulgate minimum rates for the extended or unlimited editing rights for the Internet.

6. NEW MEDIA

This section applies to all commercials made for or designed for exhibition on New Media, defined as digital, electronic, or any other type of delivery platform including, but not limited to commercials delivered via podcasts, delivery to mobile phones, and other digital and electronic media. The term New Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown. The term New Media does not apply to commercials on television or the Internet covered by Section 36 (Internet Use of Commercials Made for Initial Use on Broadcast Television) of the SAG Commercials Contract.

A. <u>New Media Use of Commercials Made for Initial Use on Either Broadcast Television, Cable or the Internet</u>

In order to provide for fair negotiation for the use of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of negotiation for New Media use, the anticipated number of commercials, and the anticipated platforms for such use, *e.g.*, commercials exhibited in mobisodes or via cell phones, etc.

The performer's Standard Employment Contract shall note the number of commercials produced. (See Exhibit C).

The terms and conditions of Section 36A (Internet Use of Commercials Made for Initial Use on Broadcast Television) and Section 26 (Editing) of the SAG Commercials Contract shall apply to the New Media use of commercials made for initial use on either broadcast television, cable or the Internet. If the Producer wishes to obtain extended or unlimited editing rights for New Media use, then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither SAG nor the Producers will promulgate minimum rates for the extended or unlimited editing rights for New Media.

B. <u>Commercials Made Initially for Use in New Media</u>

In order to provide for fair negotiation for the use of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of audition and hire, the anticipated number of commercials, and the anticipated platforms for such use, *e.g.*, mobisodes, cell phones, etc.

The performer's Standard Employment Contract shall note the number of commercials produced. (See Exhibit C).

In addition to the rights and obligations set forth in Section 36B (Commercials Made for Initial Use On the Internet – as modified to reflect New Media) and Section 26 (Editing) of the SAG Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for New Media use, then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Not later than 12 working days after the Producer employs the performer for a New Media commercial, the Producer shall file with the Union a copy of the employment agreement.

Neither SAG nor the Producers will promulgate minimum rates for the extended or unlimited editing rights for New Media.

7. COMMERCIALS MADE INITIALLY FOR USE ON THE INTERNET OR IN NEW MEDIA

Producer may bargain freely at any time for use and editing rights for commercials made for initial use on the Internet or in New Media. If, however, the Producer bargains only for Internet rights or New Media rights (but not both) and subsequently wishes to obtain rights for the other platform, then the provisions of Section 36A (Internet Use of Commercials Made for Initial Use on Broadcast Television) of the SAG Commercials Contract shall apply.

8. NEW MEDIA COMMITTEE

The parties will set up a bilateral committee which will consider unforeseen situations pertaining to the production and use of commercials for New Media, and the applications of new technology to existing media campaigns (*e.g.*, Visible World). These unforeseen situations will be reviewed on a case-by-case basis and the bilateral committee will, in good faith, and operating on a unit vote basis, reach prompt decisions on these applications.

The committee has the authority to make prompt decisions on rulings and, if it agrees, to issue waivers no later than one week following submission by the JPC. The JPC agrees to make every effort to consolidate requests for rulings and waivers of a similar type into a single request.

9. MONITORING

The parties agree to use their best efforts to conclude negotiations with Nielsen and thereafter rapidly complete their pilot program regarding monitoring and to assess, in good faith, the on-going steps to be taken as a result of the pilot program.

10. CONSULTANT

The three consultants initially identified by the unions and the JPC will be interviewed in a joint meeting to determine whether or not one single consultant can be agreed upon by both parties. If not possible, each party will select one consultant who will be instructed to work together to produce a single uniform study in an unbiased manner. If at any time the two consultants cannot agree on some point or approach in the study, they are encouraged to meet collectively with both parties to express their objections. If it is determined that the consultants cannot work together, each consultant will continue work on the study to produce separate independent reports. Funding will be provided for by the various available fund sources currently existing and the JPC will not independently be required to make any contributions therefor.

11. WAIVER ALLOWING 8-WEEK USE CYCLE IN INTERNET OR NEW MEDIA

The Joint National Board of SAG and AFTRA has granted a one-year waiver of the television Commercials Contracts to allow producers, subject to consent of the performer, the right to move broadcast and cable commercials over to the Internet and/or to New Media for an 8-week cycle of use for which the performer will be compensated in the amount of not less than the applicable session fee for use on the Internet or New Media (use in both platforms requires two separate payments). In the event of use beyond the initial 8-week period, the performer shall be paid not less than 300% of the applicable session fee for one additional year of use and a further 300% of the applicable session fee if the total period of use exceeds 14 months (use in both platforms requires two separate payments). This final one-year period of use will be limited by any applicable Maximum Period of Use limitations.

Not later than 12 working days after the Producer employs the performer for a New Media commercial, the Producer shall file with the Union a copy of the employment agreement.

This waiver may be renewed by the Joint Board, it its discretion, or by a committee authorized with such authority by the Joint Board.

12. STANDARD EMPLOYMENT CONTRACT

Amend Exhibit A-1, Standard Screen Actors Guild Employment Contract for Television Commercials, to provide for a check box where performer can deny New Media Use of a commercial. (See Exhibit C).

The Presidents of each union will actively support and promote the two-year extension agreement.

Except as modified herein, all terms and conditions shall be those of the 2003 SAG Commercials Contract.

SCREEN ACTORS GUILD, INC.

By:

Peter Frank

Date: September 7, 2006

ANA-AAAA JOINT POLICY COMMITTEE ON BROADCAST TALENT UNION RELATIONS

By:

Douglas J. Wood

Date: SEPTEMBER 13 2006

Exhibit A-1: 2006-2008 Main Rates

2006 Commercials Contract	PRINCI	DAIG	ON C	MERA GRO	NIDC I	nee r	AMERA GRO	NHBC
Main Rates	ON	OFF	3-5	6-8	9+	3-5	6-8	уг о 9+
SESSIONS	\$567.10	\$426.40	\$ 415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170.20
PROGRAM CLASS A 1st Use	\$567.10	\$426.40	\$415.15	\$367.55	\$303.95	\$240.50		\$170.20
2nd Use	\$130.05	\$101.75	\$120.50	\$103.20	\$84.45	\$65.40	\$56.85	\$46.65
3rd Use	\$103.20	\$80.95	\$94.35	\$8 5.50	\$69.90	\$61.10	\$52.30	\$42.70
4-13 ea. Use	\$103.20	\$80.95	\$89.05	\$80.20	\$65.70	\$55.80	\$48.70	\$39.90
14- ea Use	\$49.45	\$36.75	\$30.75	\$26.15	\$21.20	\$22.25	\$20.90	\$17.35
13 Use Guar * 14-18 ea. Use	\$1,591.90 \$97.52	\$1,231.65 \$74.07	\$1,317.70	\$1,176.80 \$62.39	\$966.70 \$50.95	\$800.95 \$47.10	\$697.05 \$42.46	\$570.30
10 & 15 Second Commercials	\$31.0 <u>Z</u>	¥17.01	¥11.23	Ψ0Z.J3	300.50	φ41.10	J42.40	\$35.00
Uses 5&6, 10&11, ea.	\$51.60	\$40.48	\$44.53	\$40.10	\$32.85	\$27.90	\$24.35	\$19.95
Uses 15,16,& ea 4th&5th adtl	\$24.73	\$18.38	\$15.38	\$13.08	\$10.60	\$11.13	\$10.45	\$8.68
PROGRAM CLASS B with NY	\$1,072.95	\$767.35	\$683.40	\$604.30	\$494.00	\$251.80	\$209.90	\$171.55
w/g NY	\$875.15	\$607.80	\$683.40	\$604.30	\$494.00	\$251.80	\$209.90	\$171.55
PROGRAM CLASS C	\$521.50	\$347.70	\$452.00	\$401.70	\$328.45	\$200.30	\$166.70	\$136.75
PAX, Per Use	\$21.20	\$15.90	\$13.20	\$11.25	\$9.10	\$9.60	\$8.95	\$7.45
DEALER TYPE A with NY A wio NY	\$2,128.15 \$1,882.10	\$1,482.30 \$1,359.35	\$1,597.95 \$1,597.95	\$1,408.60 \$1,408.60		\$653.25 \$653.25	\$572.10	\$408.45
B with NY	\$3,272.15	\$2,226.60		\$2,141.70	` }	\$995.20	\$572.10 \$871.00	\$408.45 \$621.30
Bwo NY	\$2,823.25	\$2,035.85	\$2,429.50	\$2,141.70		\$995.20	\$871.00	\$621.30
WILD SPOT 1st Unit	\$567.10	\$426.40	\$415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170.20
Units 2-25 ea.	\$19.41	\$13.28	\$15.13	\$13.05	\$10.66	\$5.36	\$4.23	\$3.52
Units 25-60 ea.	\$7.20	\$5.65	\$7.80	\$6.61	\$5.48	\$2.26	\$1.55	\$1.42
Units 61-125 ea	\$7.20	\$5.65	\$5.65	\$4.41	\$3.70	\$1.37	\$0.78	\$0.78
Units 126 + ea One of NY, Chi, LA	\$7.20	\$5.65	\$2.80	\$2.26	\$1.97	\$1.37	\$0.78	\$0.78
Units 1-35 ea			\$713.70 \$7.80	\$633.95 \$6.61	\$519.45 \$5.48	\$286.30 \$2.26	\$237.2 5 \$ 1.55	\$194.25 \$1.42
Units 36-100 ea.			\$5.65	\$4.41	\$3.70	\$1.37	\$0.78	\$0.78
Units 101 + ea.			\$2.80	\$2.26	\$1.97	\$1.37	\$0.78	\$0.78
N.Y. Alone	\$1,114.45	\$787.30				***************************************	***************************************	
Ea. Addf Unit	\$7.20	\$5.65						
Chi or LA Alone	\$971.40	\$685.10						
Ea: Addfl Unit Two of NY ChiLA	\$7.20 \$1,533.65	\$5.65 \$1,032.65	\$1,098.10	\$907.95	\$742.30	¢270.25	\$304.75	C240 50
Ea. Addt'l Unit	\$7.20	\$5.65	\$2.80	\$2.26	\$1.97	\$378.35 \$1.37	\$304.75 \$0.78	\$249.50 \$0.78
All Three NY Chi.LA	\$1,849.90	\$1,313.90	\$1 ,385.35	\$1,185.60	\$969.05	\$456.15	\$367.85	\$300.60
Ea. Addfl Unit	\$7.38	\$5.78	\$2.86	\$2.32	\$2.02	\$1.42	\$0.84	\$0.84
CABLE Minimum	\$567.10	\$426.40	\$415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170.20
Units 1-50	\$9.34	\$6.19	\$6.85	\$6.04	\$5.01	\$3.96	\$3.42	\$2.81
Units 51:100	\$8.11	\$5.41	\$5.93	\$5.26	\$4.32	\$3.42	\$2.98	\$2.43
Units 101-150 Units 151-200	\$6.89 \$5.66	\$4.58 \$3.77	\$5.05 \$4.16	\$4.45 \$3.68	\$3.70 \$3.05	\$2.93 \$2.42	\$2.53 \$2.08	\$2.06 \$1.70
Units 201 to 1 000 ea.	\$0.71	\$0.47	\$0.53	\$0.47	\$0.39	\$0.31	\$0.27	\$0.20
Units 1,001 to 2,000 ea.	\$0.67	\$0.46	\$0.49	\$0.43	\$0.36	\$0.29	\$0.24	\$0.20
Maximum (2,000 Units)	\$2,738.00	\$1,833.50	\$2,013.50	\$1,777.50			\$1,006.50	\$810.00
Made-for-internet				Free Ba	rgaining			
Move-Over to Internet								
Initial Term - 8 week option		\$426.40	\$415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170.20
Initial Term - 1 year option Extension Terms (1 vr or up to MPU)		\$1,279.20 \$1,279.20	\$1,245.45 \$1.245.45	\$1,102.65	\$911.85	\$721.50 \$721.50	\$626.10 \$626.10	\$510.60 \$510.60
Made-for-New Media	91,101.30	φ1,219.2U	31,∠40.45	\$1,102.65 Free Ba	\$911.85	\$721.50	\$626.10	\$510.60
Move-Over to New Media				, .cc Da	rganing	***************************************		
Initial Term - 8 week option	\$567.10	\$426.40	\$415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170.20
Initial Term - 1 option	\$1,701.30	\$1,279.20	\$1,245.45		3	\$721.50	\$626.10	\$510.60
Extension Terms (1 yr or up to MPU)		\$1,279.20				\$721.50	\$626.10	\$510.60
SPANISH LANGUAGE Program	\$2,047.90	\$1,540.05		\$1,327.00	, ,	\$870.00	\$753.65	\$614.45
Add Spot Units at	\$5.17	\$3.75		\$3.39		\$2.17	\$1.96	\$1.40
Foreign Use, Session times:	U.K.		Europe		Asia/Pacific			
	Japan 4	1 Hand Models	Rest-of-Wld		Worldwide	8		
CROWD SCENES		ranu iviouel			Seneral Extra	3	DENISION O	HE∆I T⊔
Registered Extras Requirement:	Unlimited	13 Week	Extension	Unlimited	13 Week	Extension	PENSION & CONTRIBUT	
40	\$472.00	\$313.95	\$340.25	\$309.30	\$179.55	\$231.60	14.80%	J.,
•	Cable 1st Cr	***************************************			\$309.30			
•	Add Cable c	omls in day,	\$118.05		\$77.35			
•			Integration	on Fees				
	Standard		\$472.00		\$309.30			
	Cable (1 yr)		\$348.80		\$229.80			

Exhibit A-2: 2006-2008 Miscellaneous Rates

2006 COM	MERCIA	LS CONTR	RACT M	ISCELLA	IEOUS RA	TES		
								a through a through a through a special spirit
	PRINC	IPALS	ON C.	AMERA GRO	DUPS	OFF C	AMERA GR	OUPS
	ON	OFF	3-5	6-8	9+	3-5	6-8	9+
THEATRICAL/INDUST'L Exhib. (Sect. 42)								
Up to 30 days use	\$567.10	\$426.40	\$415.15	\$367.55	\$303.95	\$240.50	\$208.70	\$170
Addt'l use after 30th day	\$340.26	\$255.84	\$249.09	\$220.53	\$182.37	\$144.30	\$125.22	\$102
TAGS (Sect. 26E) 2nd through 25th, each	\$167.35							
26th through 50th each	\$93.40							
51st and each additional	\$51.15	\$38.35					1	
NON-AIR COMMERCIALS (Demos)								
(Sect. 19B-2-b)	\$425.35		\$311.40	\$2 75.65	\$227.95			
(Sect. 19B-2-b-i & ii)		Solo/Duo						
Session, 2hrs/4comm'ls		\$164.80				\$107.75	\$107.75	\$107.7
Add per Comm'l or ½ Hr.		\$41.19				\$26.93	\$26.93	\$26.9
SIGNATURES-Off Camera (Sect.39B)		64 200 00				***********		
Solo/Duo Groups		\$1,260.30				6000 4F	@000 4F	0050
		Ct. die.	#074.00		1 1	\$992.45	\$992.45	\$858.5
Pilots' Sessions (Sect. 20-C)		Studio:	\$671.60		Location:	\$873.45		
CASTING & AUDITIONS, Principals		Late Payme		MU FACE	N. Ita	0-1-1-0-0-	-4 W 44 -1	
(Schd.A, Sect. I-1)		Damages	FIL		Latest IRS a	Schd. A, Se	\$0 445	
b, 1st/2nd Aud. after 1 Hr.								
Per ½ Hour Unit	P25 45	(Sect 45A)	4- OF d			APPEARAN	ICES	
c, 3rd Aud. up to 2 Hrs	\$35.45 \$141.80	Per Day (up		(Schd.A, S			600 DE	
Addt'l ½ Hr Units, ea.		Ceiling	\$3.00	PER DIEN		NANCES (S	\$68.65	4 V 40V
d, 4th or addt'l Aud4 Hrs		Plus, on non		Breakfast		WANCES (S	s10.50	t X-10)
Addf1½ Hr Units, ea.		notice:	-payment \$75.00	Lunch			\$10.50 \$15.70	
AD LIB OR CREATIVE, Principals	933.43	plus	\$10.00	Dinner			\$15.70 \$28.95	
(Schd.A, Sect. I-2-a) AT AUDITION:					TOACTOR	'0 Faa (0aa		
First Hour	\$224.75	per addition	ai uay	Group of 3		'S Fee (Sec		
Addt'l ½ Hr Units, ea.		DANCERS'		Group of 9			\$90.90	
							\$179.30	
AT SESSION: additional 50% of Session I	Rate	FOOTWAR				es (Schd. A		
STUNT ADJUSTMENT	0507 :-	(Schedule A			ing Wear		\$16.90	
(Schd.A, Sect. U)	\$567.10		\$11.30	Evening \			\$28.20	
HAZARD (Schd. A, Sect. FF-2-d-vi)		Flight	A		IOD VIOLAT	TIONS		
Principals and Dancers		Insurance	\$11.30	(Schd.A, 8				
First Day	\$171.90				1/2 Hours, ear		\$25.00	
Each Addt'l Day	\$111.70			3rd, and e	a. addt'l 1/2 H	our	\$50.00	
				· · · · · · · · · · · · · · · · · · ·				
		DAVE: 7"	F 10-1-17	0 4 V'				
TO 1 OCA TIO"		RAVEL TIM					•••	
TO LOCATION				CATION	541/		Note	
-NO SERVICES RENDERED DAY				RENDERED				
(Schd.A, Sect.X, 5, a)	\$567.10	(Sch	nd.A, Sect.X,	6, a)	\$567.10		Time on Sa	
CERVICES BENDESES SAY			D) #050 55	אחרמרי	A)/		days and Ho	
-SERVICES RENDERED DAY-			RVICES RENDERED DAY is paid at t					
(Schd.A, Sect.X, 5, b, i) (Schd.A, Sect.X, 6, b, i-ii) Beyond 8-hours, per ½ Hr \$17.72 Beyond 8-hours, per ½ Hr \$17.72		a. a	ppropriate ra	are .				
Beyond 8-hours, per 1/4 Hr	\$17.72	I веус	JING O-NOUTS,	per 1/4 HF	\$17.72		Plus 50%.	V 45
		0.00	n noot kilide:	- h-t		(Sc	chd. A, Sect.	X-4)
		i ∪veπim	e past Midnig	JIII.	1		1	

Exhibit A-3: 2006-2008 Local Cable Rates

Number of S	ubscribers								
On a System or	Combination		ON CAA	IERA			OFF CAP	ÆRA	
of Systems (Ir	nterconnect)			Group				Group	
from	to	Principal	3 to 5	6 to 8	9 or More	Principal	3 to 5	6 to 8	9 or More
1	50,000	\$25.05	\$19.60	\$16.90	\$13.75	\$17.10	\$7.00	\$5.40	\$4.55
50,001	100,000	\$50.30	\$39.15	\$33.75	\$27.50	\$34.40	\$13.90	\$10.85	\$9.10
100,001	150,000	\$75.35	\$58.85	\$50.65	\$41.25	\$51.55	\$20.85	\$16.30	\$13.65
150,001	200,000	\$100.50	\$78.40	\$67.50	\$ 55.05	\$68.80	\$28.00	\$21.75	\$18.20
200,001	250,000	\$125.55	\$97.95	\$84.40	\$68.80	\$85.95	\$34.80	\$27.25	\$22.85
250,001	500,000	\$251.25	\$196.05	\$168.80	\$137.60	\$172.05	\$69.55	\$54.40	\$45.55
500,001	750,000	\$376.80	\$294.00	\$253.25	\$206.45	\$257.95	\$104.40	\$81.60	\$68.35
750.001	1,000,000	\$502.40	\$392.05	\$337.65	\$275.30	\$344.00	\$139.25	\$108.80	\$91.20

Exhibit B-1: 2006-2008 Cable Unit Values

Cable Network Unit Values

Sources: National Cable & Telecommunications Association, Multichannel News, & Various Sources, 2006

Ct.	Cable Network	Subscribers	2006 Units
1	A&E Network	89,300,000	255
2	ABC Family	88,700,000	253
2 3	AMC	86,000,000	
4	AmericanLife	10,000,000	28
5	America's Store	33,000,000	94
6	Animal Planet	86,700,000	
7	Anime Network	23,000,000	65
8	Arabic Channel (The)	1,250,000	3
9	Arizona's News Channel	630,000	1
10	AZN	12,500,000	35
11	B Mania	470,000	1
12	Bandamax	1,215,239	3
13	Bay News 9	1,000,000	2
14	BBC America	41,588,000	118
15	Beauty and Fashion Channel	11,000,000	31
16	BET	80,000,000	228
17	BET Gospel	1,000,000	2
18	BET Hip Hop	1,000,000	2
19	BET Jazz	9,000,000	25
20	Biography Channel	30,000,000	85
21	Black Family Channel	15,000,000	42
22	Bloomberg Television	34,000,000	97
23	BOBVOD (Bollywood On Demand)	6,500,000	18
24	Boston Kids and Family TV	150,000	1
25	Bravo	77,000,000	220
26	Bravo! Canada (Canada)	6,100,000	17
27	Broadway.com Televsion	1,300,000	3
28	Canal 24 Horas	50,000	1
29	Capital News 9	328,000	1
30	Carolina Sports Entertainment TV	800,000	2
31	Cartoon Network	88,000,000	251
32	Casa Club TV	3,250,659	9
33	Central Florida News 13	750,000	2
34	Chicagoland Television News	1,800,000	
35	Chinese Communications Channel	1,000,000	
36	Church Channel (The)	13,854,000	
37	Cine Latino	25,000	
38	Classic Arts Showcase	60,000,000	
39	CLT (Canadian Learning Television) (Canada)	4,700,000	13
40	CN8 - The Comcast Network	6,200,000	17
41	CNBC	86,000,000	
42	CNBC World North America	22,000,000	

43	CNC Columbia	100,000	1
44	CNN	89,900,000	256
45	CNN en Espanol	12,300,000	35
46	CNN Headline News	88,900,000	254
47	CNN International North America	1,000,000	2
48	CoLours TV	11,000,000	31
49	Comcast SportsNet Chicago	3,400,000	9
50	Comcast SportsNet Mid Atlantic	4,500,000	12
51	Comcast SportsNet Philadelphia	3,000,000	8
52	Comcast SportsNet West	2,200,000	6
53	Comedy Central	88,000,000	251
54	Concert	8,000,000	22
55	County Television Network San Diego	708,700	2
56	CourtTV	83,000,000	237
57	Cox Sports Television	1,100,000	3
58	CRN Networks	24,000,000	68
59	C-SPAN	89,700,000	256
60	C-SPAN 2	77,000,000	220
61	C-SPAN 3	11,000,000	31
62	CSS - Comcast/Charter Sports Network	3,900,000	11
63	CSTV - College Sports Television	30,000,000	
64	Current TV	20,000,000	85 57
65	De Pelicula		
66	De Pelicula Clasico	1,215,239	3 2
67	Destiny Channel	750,000	42
68	Discovery Channel	15,000,000	258
69	Discovery en Espanol	90,300,000	
70	Discovery Health Channel	8,000,000	22
71	Discovery Home Channel	56,900,000	162
72	Discovery Kids Channel	30,500,000	87
73	Discovery Times Channel	30,000,000	85
74	Disney Channel	35,700,000 85,000,000	102
75 75	DIY Network		242
76	DMX Music	31,000,000	88
77	Docu TVE	10,200,000	29 1
78	DoD	50,000	
		5,000,000	14
79	Dream Network (The)	10,000,000	28
80	E! Entertainment Television Ecumenical TV	86,000,000	245
81 82		502,100	1
L	Empire Sports Network ESPN	1,600,000	4
83	ESPN 2	90,100,000	257
84		89,300,000	255
85	ESPN Classic	55,359,000	158
86	ESPN Deportes	7,000,000	20
87	ESPNews	42,837,000	122
88	ESPNU	7,000,000	20
89	EWTN	51,900,000	148
90	Familyland Television Network	500,000	1
91	FamilyNet	32,000,000	91
92	Fine Living	25,600,000	73
93	FitTV	35,000,000	100
94	FLIX	37,800,000	108

95	Florida News Channel	1,000,000	2
96	Food Network	82,000,000	234
97	Fox College Sports	40,000,000	114
98	Fox Movie Channel	30,000,000	85
99	Fox News Channel	85,000,000	242
	Fox Reality	18,500,000	52
	Fox Soccer Channel	20,000,000	57
<u></u>	Fox Sports en Espanol	6,900,000	19
	Free Speech TV	9,000,000	25
	FSN - Fox Sports Net	81,100,000	231
	FSN Arizona	1,800,000	5
	FSN Bay Area	3,600,000	10
	FSN Chicago	2,800,000	8
	FSN Detroit		6
<u> </u>	FSN Florida	2,230,000	14
	FSN Midwest	5,000,000	
		4,300,000	12
	FSN New England	3,700,000	10
	FSN New York	6,200,000	17
i	FSN North	3,000,000	8
	FSN Northwest	3,400,000	9
8	FSN Ohio	4,700,000	13
	FSN Pittsburgh	2,800,000	8
	FSN Rocky Mountain	2,812,406	8
	FSN South	10,600,000	30
	FSN SouthWest	8,100,000	23
L	FSN West	5,800,000	16
	FSN West 2	4,800,000	13
122	Fuel TV	12,000,000	34
123	Fuse	38,000,000	108
124	FX	79,600,000	227
125	G4	11,000,000	31
126	Gol TV	5,000,000	14
127	Golden Eagle Broadcasting	250,000	1
128	Golf Channel (The)	66,484,000	189
129	Gospel Music Channel	1,000,000	2
	Great American Country	37,696,000	107
131	GSN	57,000,000	162
132	Hallmark Channel (The)	72,500,000	207
	Havoc Television	12,000,000	34
£	HDNet	3,000,000	8
135	Healthy Living Channel	11,000,000	31
	here!	40,000,000	114
<u> </u>	History Channel	88,000,000	251
1	History International	30,000,000	85
<u> </u>	Hollywood.com Television	10,000,000	28
	Home & Garden Television (HGTV)	86,000,000	245
	Home Shopping Network	88,900,000	254 254
	Horse Racing TV	12,000,000	34
	HTV	6,600,000	18
L	iN Demand		
<u> </u>	Independent Film Channel - IFC	28,000,000	80
<u> </u>	<u> </u>	35,000,000	100
146	INHD	1,000,000	2

148 Inspiration Network (INSP)	1/17	Insight Interactive	400,000	4
149	8			62
150 JCTV	1			
151 Jewelry Television				
152 Kids Sports News Network 1,500,000 153 La Familia Network 300,000 154 Liberty Channel 622,500 155 Lifetime Movie Network 4,300,000 1. 156 Lifetime Real Women 16,000,000 2. 157 Lifetime Television 89,500,000 25 158 Lime 7,000,000 2. 169 Locomotion Channel (The) 1,200,000 2. 160 Logo 10,000,000 2. 161 Madison Square Garden Network 9,600,000 2. 162 Mas Musica TeVe 12,500,000 3. 163 MavTV 300,000 6. 164 MBC 24,400,000 6. 165 Michigan Government Television 1,600,000 6. 166 Military Channel (The) 36,200,000 10. 167 Movidela 1,000,000 10. 168 Moviecla 1,000,000 10. 169 MCVIE	1			7
153 La Familia Network 300,000 154 Liberty Channel 622,500 155 Lifetime Movie Network 4,300,000 1 156 Lifetime Real Women 16,000,000 24 157 Lifetime Television 89,500,000 25 158 Lime 7,000,000 2 159 Locomotion Channel (The) 1,200,000 2 160 Logo 10,000,000 2 161 Madison Square Garden Network 9,600,000 2 162 Mas Musica TeVe 12,500,000 3 163 MaVTV 300,000 3 164 MBC 24,400,000 6 165 Michigan Government Television 1,600,000 10 166 Military Channel (The) 36,200,000 10 167 Moodula 1,000,000 10 168 Movieola 1,000,000 10 169 MOVIEplex 3,800,000 11 170 MSNBC				
154 Liberty Channel 622,500 155 Lifetime Movie Network 4,300,000 1: 156 Lifetime Real Women 16,000,000 4: 157 Lifetime Television 89,500,000 25 158 Lime 7,000,000 2 159 Locomotion Channel (The) 1,200,000 3 160 Logo 10,000,000 2 161 Madison Square Garden Network 9,600,000 2 162 Mas Musica TeVe 12,500,000 3 163 MavTV 300,000 6 164 MBC 24,400,000 6 165 Michigan Government Television 1,600,000 10 166 Military Channel (The) 36,200,000 10 167 Moody Broadcasting Network 29,100 168 Movieola 1,000,000 169 MOVIEplex 3,800,000 1 170 MSNBC 81,288,000 23 171 MTV 2 59,				4
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156 Lifetime Real Women	-	-		1
157 Lifetime Television 89,500,000 25 158 Lime 7,000,000 2 159 Locomotion Channel (The) 1,200,000 3 160 Log 10,000,000 2 161 Madison Square Garden Network 9,600,000 2 162 Mas Musica TeVe 12,500,000 3 163 MavTV 300,000 6 164 MBC 24,400,000 6 165 Michigan Government Television 1,600,000 10 166 Military Channel (The) 36,200,000 10 167 Moody Broadcasting Network 29,100 10 168 Movicola 1,000,000 10 169 MOVIEplex 3,800,000 11 170 MSNBC 81,288,000 23 171 MTV 2 59,000,000 16 172 MTV Espanol 15,100,000 4 173 MTV Hits 18,900,000 5 174				
158 Lime				
159 Locomotion Channel (The)	-			
160 Logo 10,000,000 22 161 Madison Square Garden Network 9,600,000 2 162 Mas Musica TeVe 12,500,000 3 163 MavTV 300,000 6 164 MBC 24,400,000 6 165 Michigan Government Television 1,600,000 1 166 Military Channel (The) 36,200,000 10 167 Moody Broadcasting Network 29,100 1 168 Movieola 1,000,000 1 169 MOVIEplex 3,800,000 1 170 MSNBC 81,288,000 23 171 MTV 2 59,000,000 16 172 MTV Espanol 15,100,000 4 173 MTV Hits 18,900,000 5 174 MTV Jams 13,200,000 3 175 MTV Music Television 88,800,000 25 176 Much More Music (Canada) 6,600,000 1 177				20
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165 Michigan Government Television 1,600,000 166 Military Channel (The) 36,200,000 167 Moody Broadcasting Network 29,100 168 Movieola 1,000,000 169 MOVIEplex 3,800,000 170 MSNBC 81,288,000 171 MTV 2 59,000,000 172 MTV Espanol 15,100,000 173 MTV Hits 18,900,000 174 MTV Jams 13,200,000 175 MTV Music Television 88,800,000 176 Much More Music (Canada) 6,600,000 177 Much More Music (Canada) 7,500,000 178 mun2 9,000,000 179 Music Choice 39,000,000 180 NANO TV 7,000,000 181 National Geographic Channel 53,000,000 182 National Jewish Television 500,000 183 National Jewish Television 10,000,000 184 NBA TV 18,500,000 185			4	1
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171 MTV 2 59,000,000 16 172 MTV Espanol 15,100,000 4 173 MTV Hits 18,900,000 5 174 MTV Jams 13,200,000 3 175 MTV Music Television 88,800,000 25 176 Much More Music (Canada) 6,600,000 1 177 Much Music Network (Canada) 7,500,000 2 178 mun2 9,000,000 2 179 Music Choice 39,000,000 11 180 NANO TV 7,000,000 2 181 National Geographic Channel 53,000,000 15 182 National Greek Television 500,000 2 183 National Jewish Television 10,000,000 5 184 NBA TV 18,500,000 5 185 New England Cable News 3,209,154 5 186 New England Sports Network 3,700,000 1 187 New Solve S	169	MOVIEplex	3,800,000	10
172 MTV Espanol 15,100,000 4 173 MTV Hits 18,900,000 5 174 MTV Jams 13,200,000 3 175 MTV Music Television 88,800,000 25 176 Much More Music (Canada) 6,600,000 1 177 Much Music Network (Canada) 7,500,000 2 178 mun2 9,000,000 2 179 Music Choice 39,000,000 11 180 NANO TV 7,000,000 2 181 National Geographic Channel 53,000,000 15 182 National Greek Television 500,000 15 183 National Jewish Television 10,000,000 2 184 NBA TV 18,500,000 5 185 New England Cable News 3,209,154 3 186 New England Sports Network 3,700,000 1 187 New York 1 News 2,200,000 1 188 News 10 Now 345,000 189 News 12 Connecticut 250,000 191 <t< td=""><td>170</td><td>MSNBC</td><td>81,288,000</td><td>232</td></t<>	170	MSNBC	81,288,000	232
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176 Much More Music (Canada) 6,600,000 13 177 Much Music Network (Canada) 7,500,000 2 178 mun2 9,000,000 25 179 Music Choice 39,000,000 11 180 NANO TV 7,000,000 26 181 National Geographic Channel 53,000,000 15 182 National Greek Television 500,000 26 183 National Jewish Television 10,000,000 26 184 NBA TV 18,500,000 56 185 New England Cable News 3,209,154 16 186 New England Sports Network 3,700,000 16 187 New York 1 News 2,200,000 16 188 News 10 Now 345,000 189 News 12 Bronx 250,000 190 News 12 Long Island 790,000 191 News 12 New Jersey 1,700,000 193 News 14 Carolina 490,000 195 News 8 Austin 800,000 196 News Channel 8 1,200,000	174	MTV Jams	13,200,000	37
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185 New England Cable News 3,209,154 186 New England Sports Network 3,700,000 10 187 New York 1 News 2,200,000 0 188 News 10 Now 345,000 0 189 News 12 Bronx 250,000 0 190 News 12 Connecticut 250,000 0 191 News 12 Long Island 790,000 0 192 News 12 New Jersey 1,700,000 0 193 News 12 Westchester 250,000 0 194 News 14 Carolina 490,000 0 195 News 8 Austin 800,000 0 196 News Channel 8 1,200,000 0	184	NBA TV		52
186 New England Sports Network 3,700,000 10 187 New York 1 News 2,200,000 0 188 News 10 Now 345,000 189 News 12 Bronx 250,000 190 News 12 Connecticut 250,000 191 News 12 Long Island 790,000 192 News 12 New Jersey 1,700,000 193 News 12 Westchester 250,000 194 News 14 Carolina 490,000 195 News 8 Austin 800,000 196 News Channel 8 1,200,000	185	New England Cable News		9
187 New York 1 News 2,200,000 188 News 10 Now 345,000 189 News 12 Bronx 250,000 190 News 12 Connecticut 250,000 191 News 12 Long Island 790,000 192 News 12 New Jersey 1,700,000 193 News 12 Westchester 250,000 194 News 14 Carolina 490,000 195 News 8 Austin 800,000 196 News Channel 8 1,200,000				10
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195 News 8 Austin 800,000 196 News Channel 8 1,200,000	1			1
196 News Channel 8 1,200,000				2
				3
LIST INEWS NOW 53	J	News Now 53	430,000	1
	-			68

199	Nick at Nite	88,000,000	251
I	Nick2	32,300,000	92
	Nickelodeon	89,500,000	255
<u></u>	Nickelodeon Games & Sports	26,000,000	74
	Nicktoons	38,000,000	108
<u></u>	Noggin/ the N	37,000,000	105
205	Northwest Cable News	2,100,000	6
206	NTV America	9,598	1
	Oasis TV On Demand	360,000	1
	Ohio News Network	1,500,000	4
L	Outdoor Channel (The)	26,000,000	4 74
R	Outdoor Life Network	61,000,000	174
	Ovation	7,000,000	
L	Oxygen	54,000,000	20 154
	Pennsylvania Cable Network		
214		3,300,000	9
L	Puma TV	850,000	2
L	QVC	2,270,000	6
L	Resorts and Residence TV	85,400,000	244
8	Rhode Island News Channel	11,000,000	31
	Ritmoson Latino	200,000	1
		1,215,239	3
220 221		83,000,000	237
	Science Channel (The)	37,300,000	106
222	Shop at Home Network	54,000,000	154
223	Shop NBC	56,000,000	160
224	Short TV	2,500,000	7
225	Si TV	10,000,000	28
226	Six News Now	200,000	1
227	Skyview World Media	100,000	1
228	Sleuth	5,000,000	14
229	SoapNet	40,300,000	115
230	Sorpresa	500,000	1
231	Space: The Imagination Channel	5,400,000	15
232	(Canada) Speed Channel	69,000,000	104
B	Spike TV	68,000,000	194
<u></u>	Sportsman Channel (The)	89,600,000	256
	Star! (Canada)	13,600,000 4,700,000	38
	Style Network (The)		13
237	Sun Sports	41,000,000	117
238	Sun TV	6,100,000	17
239		700,000	2
	TBS	89,500,000	255
240	Telehit	1,215,239	3
241	Tennis Channel (The)	3,000,000	8
	Texas Cable News	1,500,000	4
8	TLC - The Learning Channel	89,100,000	254
244	TNT	89,800,000	256
245	Toon Disney	43,686,000	124
246	TR!O	8,000,000	22
247	Travel Channel (The)	79,800,000	228
248	Turner Classic Movies	63,900,000	182
249	Turner South	7,200,000	20

250	TV Guide Channel	76,666,000	219
251	TV Guide Interactive	13,700,000	39
252	TV Land	85,000,000	242
253	TV One	19,000,000	54
254	TVG Network	14,000,000	40
	Universal HD	25,000,000	71
256	USA Network	89,700,000	256
257	VH1	86,300,000	246
	VH1 Classic	35,000,000	100
	VH1 Country	10,000,000	28
	VH1 Soul	17,000,000	48
	VHUno	4,300,000	12
	W Network (Canada)	6,000,000	17
	WE - Women's Entertainment	55,000,000	157
1	Weather Channel (The)	87,000,000	248
	Weatherscan	8,000,000	22
	WGN	57,000,000	162
	Wheels TV	7,000,000	20
	Wine Network, Inc.	8,000,000	22
1	Wisdom Television	6,800,000	19
	Word Network (The)	35,000,000	100
	Worship Network (The)	66,000,000	188
272	YES	1,500,000	4
	Yesterday USA	3,800,000	10
274	Zee TV USA	350,000	1

Exhibit B-2: 2006-2008 Spanish Language Unit Values

Spanish Language Unit Rating

US Market Information from "2006 US Diversity Markets Report" Published by Synovate (formerly published as "U.S. Hispanic Market" by Strategy Research Corporation).

Television Market Areas	Unit Weight
Albuqurque, NM	3
Chicago, IL	9
Dallas-Fort Worth	7
Denver	3
El Centro/Yuma/Mexicali	4
El Paso/Juarez	10
Fresno	4
Houston	9
Laredo/Nueva Laredo	2
Los Angeles	39
McAllen/Brownsville/Matamoros	7
Miami	17
New York	32
Philadelphia	2
Phoenix	5
Sacramento	3
San Antonio	5
San Diego/Tijuana	10
San Francisco	7
Washington, DC	2,

Exhibit B-3: 2006-2008 Wild Spot Unit Values

Wild Spot Unit Rating Source: Nielsen Media Research								
Source. Intersert interdia mes								
Television Market Areas	Unit Weight							
Atlanta	5							
Baltimore	3							
Birmingham	2							
Boston	6							
Charlotte	2							
Cincinnati	2							
Cleveland	4							
Columbus, OH	2							
Dallas-Ft. Worth	6							
Denver	4							
Detroit								
	5							
Grand Rapids-Kalmzoo-B.Crk	2							
Greenville-Spartanburg-Asheville- Anderson	2							
Harrisburg-Lancaster-Lebanon-York	2							
Hartford-New Haven	2							
Houston	5							
Indianapolis	3							
Kansas City	2							
Mexico/Mexico City	43							
Miami	4							
Milwaukee	2							
Minneapolis-St. Paul	4							
Montreal	4							
Nashville	2							
Norfolk-Portsmouth-Newport News	2							
Orlando-Daytona Beach	3							
Philadelphia	8							
Phoenix	4							
Pittsburgh	3							
Portland, OR	3							
Puerto Rico	3							
Raleigh-Durham	2							
Sacramento-Stockton	3							
Salt Lake City	2							
San Antonio	2							
San Diego	2							
San Francisco								
Seattle-Tacoma	6							
	4							
St. Louis	3							
Tampa-St. Petersburg	4							
Toronto	7							
Vancouver	3							
Washington, DC	6							

4				
*				

Exhibit C-1: STANDARD SAG EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

ADVERTISING AG COMMERCIAL TIT					PRODUCER	
COMMERCIAL III AND CODE NUMB					PRODUCT	
DATES WORKE		WORK TIME FROM / TO	MEALS FROM / TO	TRAVEL TO LOCATION FROM / TO	TRAVEL FROM LOCATION FROM / TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM/TO
				1		
tultiple Tracking	or Sweetening	g: 🗖 did occur 🗖 did not oc	cur			
ERFORMER'S SI						

STA	ANDARD	SCREEN ACTORS		EXHIBIT A-1 .OYMENT CONT	RACT FOR TELEVIS	
Between			Producer, and			Date, 20
		Performer				
		and Performer agrees to perfor	m services			
commercial Title		nmercials as follows: No(s)				Check if applicable:
					And the Street Annual A	☐ Dealer Commercial(s) ☐Type A ☐Type B
No. of Commerci	ials	The state of the s				☐ Seasonal Commercial(s)
Such commercia	ıl(s) are to be p	produced by	ADVERTISING AGENCY		ACCRESS	☐ Test or Test Market Commercial(: ☐ Non-Air Commercial(s)
acting as an age	nt for		VONEKLISING MOEVICE			☐ Produced for Cable ☐ Work in Smoke Required
		ADVERTISER	Diag		PRODUCT(S)	☐ Spanish Language Translation
City and State in				of Engagement		
	☐ Stunt Pe	il Performer erformer	☐ Solo or Dua ☐ Group 3-5		☐ Signature - Solo or Duo ☐ Group Signature 3-5	
	□ Specialt □ Dancer		☐ Group 6-8 ☐ Group 9 or r	mara	☐ Group Signature 6-8	
	☐ Singer		☐ Contractor	nois	 ☐ Group Signature 9 or more ☐ Pilot 	
Classification:	On Camera	off Carnera	Pa	art to be Played		
Compensation _			Date(s) and Ho	ur(s) of Employment		
nay be made in additions may be	Perform Perform Perform Perform perform to be perform other agreed to be	er does not consent to the use ad on the reverse side hereof a ner than those which are more	(Non-ev of his/her services in of his/her services in of his/her services in of his/her services in are a part of this conta e favorable to the Pe er which do not confl	ening Wear) (Evening commercials made hereur in this contract providing the manufacture of the herein providict with the provisions of the second provi	ider on the Internet. <u>ider in New Media.</u> dier as dealer commercials payat ider on a simuleast. as for compensation at AFTRA m led. If this contract provides for	
Jntil Performer s			thorizes Producer to r	nake all payments to which	Performer may be entitled hereu	inder as follows:
		To Performer at	i		(Address)	
		To Performer c/o		at	(Addition)	
					(Address)	
All notices to Per	former shall b	e sent to the address designat	ed above for paymen	ts and, if Performer desires	s, to one other address as follows:	
	To					
		(Name)			(Address)	
	To Prod	addressed as follows: lucer at		(Address)		
This contract is s and unemployme	subject to all of ent insurance	f the terms and conditions of th purposes is:	e applicable Commer	cials Contract. Employer of	of Record for income tax	
		•	(Name)		(Address)	
PRODUCER (NA	AME OF COM	PANY)	*****			ight to consult with his/her representative
3Y				DEDECORNED	or Union before signing	this contract.
		SIGNATURE		PERFORMER	SERATU	RE
hat I am the	y certifies that	of the at	ver. (If under 21 year pove named Performe	s of age this contract must r and do hereby consent a	be signed below by a parent or g nd give my permission to this agr	uardian.) I, the undersigned, hereby statement.
(MOIT)	ior, rainer, Gi	ıaı uldfi)				
					(Signature of Parent or Guardia	an)
SPECIAL PR	OVISIONS	(including adjustments, i	if any for Stunt D	erformers):	Coldinamia of Lateur of Analdi	ary
LOIALITY	- 1010110	producing adjustincills, i	n any, for Stant F	onormora _j .		
erformer ackno	wiedges that i	ne/she has read all the terms a	nd conditions			
	_	on above and hereby agrees th				
						(Performer)

IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY

W –4 Employee Withholding Allowance Certificate (To be placed here)

Exhibit A-1 Form (back)

STANDARD PROVISIONS

1. RIGHT TO CONTRACT

Performer states that to the best of his/her knowledge, he/she has not authorized the use of his/her name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial(s) hereunder and that he/she is free to enter into this Contract and to grant the rights and uses as herein set forth.

2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this Contract, he/she has not accepted employment in nor authorized the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that he/she will not hereafter, during the term of permissible use of the commercial(s) for which Performer is employed hereunder, accept employment in or authorize the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. Unless otherwise bargained for, this paragraph shall not apply to off-camera solo or duo singers or to group performers other than name groups or to performers employed in Seasonal Commercials under Section 39 of the SAG Commercials Contract.

3. OTHER USES (Strike "a" or "b" or both if such rights are not granted by Performer)

(a) Foreign Use.

Producer shall have the right to the foreign use of the commercial(s) produced hereunder for which Producer agrees to pay Performer not less than the additional compensation provided for in the SAG Commercials Contract. Producer agrees to notify SAG in writing promptly of any such foreign use.

(b) Theatrical & Industrial Use.

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the SAG Commercials Contract, for which Producer shall pay Performer not less than the additional compensation therein provided.

4. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 56 of the SAG Commercials Contract.

5. PRODUCER'S RIGHTS

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.

Exhibit C-2: SAG Pension & Health Contributions Report

	SCREE	N ACTORS G	IIII D PENS					TRIBUT					יחוכז	TION AND I	ISE DEDOR	r	
COMPLETE A				Р	RINCIP	PAL AN	ID EX	XTRA P	ERFC	RM	ERS	3	1000	HOW AND	Pag		Pages
P&H Account	***************************************	***************************************	Payroll		***************************************		*************	0.000	*************		•	Paymen	t				
Number: Reporting		······	Period:	***************************************	~~~~		Adve	ertiser/	····	Da	te:	······					
Company, Address &								ent Comp									
Telephone							brar	ia/Produ	Ct								
Print Name & T Person comple							Adve	ertising A	gency	r:							
Signature:	ang tom.		***************************************				Proc	luction C	ompai	ny:							
Commercial			Length		*******************			nal Sessi	on			3	1st Air				
ID/Title Lift	***************************************		(in seconds) Length				Date						Date:				
ID/Title If New ID, indica	te		(in seconds)				DAT	ES: ORT TYF)E.	П	SES	SION	ПН	IOLDING [JUSE	Check here	
Last reported ID			,					CREDIT						HER (Specify		if Spanish Lang	
PROGRAM	☐ Class A	INTERNET	NEW MEDIA	CABLE		☐ Cable			WINDHAM TO	1	REIG			ed Kingdom	SPANISH	Program	
☐ Class B ☐ Class C	☐ With NY	☐ Made for ☐ Fm B'cast	☐ Made for ☐ Fm B'cast	☐ Mad		2000 Ur enter Tot		less, ble Units:		1	Europ Japar			/Pacific t-of-World	LANGUAGE To	☐ Spot tal Spot Units:	
U		☐ 8 wk Cycle	☐ 8 wk Cycle	Cable N				·	1	0	Theat	rical/Indu	ıstrial E	xhibition	☐ South-/Cen	tral-Amer./Mexic	00
S DEALER D	Type A □ A Witi 'YORK	h NY ☐ Type B ☐ Grand Rapid] Philad	elphia	г	Tarr	npa				(Specify Gross Pa		nments)	☐ Caribbean/l	Pueno Hico	
I □ LOS		☐ Greenville ☐ Hartford/Nev		Phoen	iix	C] Toro		<u>د</u>	С		Sum Col		pages)	\$	FOR OFFICE US	SE ONLY
_ L ☐ Atlan	ta	Houston	C	Portla	nd, OR		Was	shington,	DC	0		CONTRIE		i		Check	
Y Bosto	on	☐ Indianapolis☐ Kansas City	Ē	Puerto Raleig	h-Durha		. we:	st Palm E	eacn	N T		apply % i ommercia		0/06 -> 14.8%	\$	No. Pmt.	
P ☐ Char] Sacrai] St. Loi			1	ditional		R	F	roduced	10/3	0/03 -> 14.9%	*	Amt.	
P Cleve		☐ Milwaukee☐ Minneapolis] Salt La] San A			Citi			В	Lº	n or after	10/3	0/00 -> 13.3%	2	Date Recd.	
O	er	☐ Montreal ☐ Nashville ☐ Orlando		San D San F Seattle	rancisco		Total Spo Uni	ot		D		Make che SAG-PRO		•	& HEALTH PL	ANS.	
CLASS A USE DE	TAIL List addi	tional uses in Cor	nments or on a	separate	report		In "L/	'D" Calum	n. mark	uses	of "in	cluded lift	' with "l	" mark uses to	which discount a	nnlige with "D "	
13 Use Gua		Program		Use#	LDI	Date	Note	any separ	ate Use	Nur	ber s	equence f	or uses	of 10-/15-secor	d version in Con	nments.	
Comments																	
(1)		(2) Performer's No	imé		(3)	(4) Came		(5) If	(6) Session	Repo	rt, Indi	(7) cate		If upgr	(8) ade, show	(9)	
Social Security Account Number	Last	First	Initial		Perf. Category	On	Off	No of Commis	Date Work		T	Birthdate under ag		amount	already paid cycle	Gross Payment	
														,			
								:									
	-																
:				tacii aaaa ka aa iyo ahaaa ahaaa ahaa			-										
Symbols for	P - Principal Per E - Extra Perforn	ner Pup	Stunt Performer - Puppeteer	S	C - Singe	r Solo/Du r Contrac	tor	S3 - Gro S6 - Gro						ncer Solo/Duo ncer Contractor		Dancer (3 to 5) Dancer (6 to 8)	
I	HM - Hand Model	Pil -	Pilot	C ¹	V - Chara	cter Voice	e	S9 - Gro	up Sing	er (9	or mo	ire)	. **			Dancer (9 or more	?)
Forms may be obtain Form No. SAG-UPN		ODUCERS PENSI	UN & HEALTH PL	ANS, P.O.	. Box 548€	ir, Los An	geles, C	JA 90054-0	867 P	none (818) 9	54-9400					

Exhibit B Form (back)

IMPORTANT INSTRUCTIONS

- Use this form to report Production, Editing, or Use of commercials
 Report commercials with different casts, or for different advertisers, on separate forms
- 3. Any attachment to a report must include all of the following information identifying the report to which it is attached
 - a. The names of the Reporting Company, the Advertiser, and the Product or Service advertised
 - b. The Commercial Identifier (Code or Title,) or the Invoice Number.
 - c. The Report/Payment Date.
- 4. Mail original P & H Report, with CONTRIBUTIONS PAYMENT check to:

SAG-PRODUCERS Pension & Health Plans, P.O. Box 54867, Los Angeles, CA 90054-0867

- 5. Mail copy of P & H Report to SAG office NEAREST THE CITY IN WHICH COMMERCIAL WAS MADE, see address list below.
- 6. Only Producers who are signatory* to an applicable collective bargaining contract of the Screen Actors Guild are eligible to make contributions to the Screen Actors Guild - Producers Pension and Health Plans on behalf of the eligible Performers employed by such Producers. Any contributions submitted by a non-signatory* Producer will not be accepted.

I certify that the above-named Employer is signatory* to such a collective bargaining agreement with the Screen Actors Guild. By signing this agreement, Producer acknowledges that it has accepted and agreed to be bound by the Pension & Health Provisions established by the collective bargaining agreement to which Producer is signatory. I further certify that they information contained herein is correct, and that all compensation subject to contributions earned by Performers in our employ during the period covered has been reported herein.

er (
Signature	Name	Title	Date

NOTE: REPORTS RECEIVED OVER 30 DAYS LATE WILL BE ASSESSED 10% OF THE CONTRIBUTIONS DUE, REPORTS RECEIVED OVER 60 DAYS LATE WILL BE ASSESSED 20% OF THE CONTRIBUTIONS DUE.

SCREEN ACTORS GUILD OFFICES ARE LOCATED AT:

ARIZONA

(Also represents Utah) 1616 E. Indian School Road, Suite 330 Phoenix, AZ 85016 (602) 265-2712

BOSTON

535 Boylston Street Boston, MA 02116 (617) 262-8001

CHICAGO: NORTH REGION OFFICE

One East Erie, #650 Chicago, IL 60611 (312) 573-8081

DALLAS

15950 N. Dallas Parkway Suite 400 Dallas, TX 75248 (972) 361-8185

DENVER

(Also represents New Mexico) Market Square Center 1400 Sixteenth Street Suite 400 Denver, CO 80202

(720) 932-8193

DETROIT

27777 Franklin Road Suite 300 Southfield, MI 48034 (248) 213-0272

GEORGIA

455 E. Paces Ferry Road NE, Suite 334 Atlanta, GA 30305 (404) 239-0131

HAWAII

949 Kapiolani Blvd. #105 Honolulu, HI 96814 (808) 596-0388

HOUSTON

2020 N. Loop West #240 Houston, TX 77018 (713) 686-4614

LAS VEGAS

c/o Los Angeles Office 5757 Wilshire Boulevard Los Angeles, CA 90036 (323) 954-1600

LOS ANGELES

5757 Wilshire Boulevard Los Angeles, CA 90036 (323) 954-1600

MIAMI: SOUTH REGION OFFICE

7300 North Kendall Dr., Suite 620 Miami, FL 33156

(305) 670-7677

CENTRAL FLORIDA

Southhall Center 101 Southhall Lane, Suite 400 Maitland, FL 32751

(407) 788-3020 NASHVILLE

(Also represents Kentucky) c/o South Region Office 7300 North Kendall Dr., Suite 620 Miami, FL 33156 (305) 670-7677

NEW YORK

360 Madison Avenue, 12th Floor New York, NY 10017 (212) 944-1030

NORTH CAROLINA

1319 CC Military Cut-off Road #152 Wilmington, NC 28405 (910) 256-0852

PHILADELPHIA

c/o New York Office 360 Madison Avenue, 12th Floor New York, NY 10017 (212) 944-1030

PORTLAND

c/o West Region Office 350 Sansome Street, Suite 900 San Francisco, CA 94104 (415) 391-7510

SAN DIEGO

c/o Los Angeles Office 5757 Wilshire Boulevard Los Angeles, CA 90036 (323) 954-1600

SAN FRANCISCO: WEST REGION OFFICE

350 Sansome Street, Suite 900 San Francisco, CA 94104 (415) 391-7510

SEATTLE

4000 Aurora Ave N. #102 Seattle, WA 98103 (206) 270-0493

WASHINGTON DC / BALTIMORE 4340 East West Highway - Suite 204

Bethesda, MD 20814

(301) 657-2560

^{*} A producer will be considered to be "signatory" if the producer is a party to a collective bargaining agreement with the Screen Actors Guild. or, if the collective bargaining agreement has expired, the producer is obligated by federal law to continue to make such contributions.

φ.							

Exhibit C-3: SAG Television Commercials Off Camera Singers Report Form

EMPI OYER									L	KEY TO TYPE OF PERFORMANCE	TYPE	OF PE	BFOR	MANC	Гщ
									*********	sc -	Singe	ers Cor	Singers Contractor		
Signature of Employer or Employer Representative:									· et es	SS	Singe	Singer Soloist-	Singer Soloist-Duo		***************************************
SAG Reporting Member		MEMBER-CONTRACTOR STANDARD REPORT FORM	CONTR	ACTOR.	STANDA	AD REP	ORT FO	Z		် ဂ ထ ၊		Group Singers	ers		············
SAG Reporting Member's Phone Number:	Date:		TELE	VISION	TELEVISION COMMERCIALS	CIALS			I	- 6-S	- 1	Group Singers	ers		_
			5	T SET	OTT CAMERA SINGERS	T C				F				1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	Γ
ate of Engagement:	Studio Facility:	cility:			Ado	Address:					Ine only reason for requesting information on ethnicity, sex, age, and disability is for the talent	ason to on ethn llity is	r requesticity, serviced for the	x, age, talent	
dvertising Agency:	Address:		A SANSON AS A SANS		<u>Te</u>	Tel. No:					ons to refurnish	monitor ing of si	applical uch info	nt flow.	
roducer (if other than Agency):	Address:				Tel	Tel. No.:				s q	on a VC	N UNTA Signatu	RY bas	is. The is form	
dvertiser.	Product:				Fee	Production Fees to Be Paid By:	id By:			of sh	shall not constitute a verification of the information supplied by	onstitute	e a veri n suppl	fication ied by	
ype of Commercial: Dealer		Class A Program		Т	Fest Market			Internet		e €6	performers.	Male - N	ers. - Male - M, Female - F	ē,	
Wild Spot		Cable		Theatrical	Theatrical/industrial	П		New Media		9 6	(2) FTH = 1	- +0 & Over = + Under 40 = - - Asian / Pacific	0 = + Dacific	ı A	n
Seasonal		Foreign			Non-Air	П		8 wk Cycle		· 		Black Caucasi Latino /	Black Caucasian Latino / Hispanic		
Other of the other of the other othe						1 2 2	Lough Employed			1 2	Native American - NA	Native A	Native American	N - N	∡ 0
erformer's Name and ocial Security Number		Performer To Initial	Type of Perf.	No.	Studio	Tra	Travel Time	Meal	Performer's Total Comp.	T	Age (2)		Ethnicity (3)	5 5	Check
					From To	From	Q.	From To		N	+-	AP B	CLH	Z	abled
							 								
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roup Singers: Multi-fracking or sweetening: olo / Duo Multi-fracking:	ing: Yes No	□ %	Fai	ne informat ndersigned	tion contain employer i	ed in this Fias enterec	leport For I into with	m is obtainer the member	The information contained in this Report Form is obtained from the contract or contracts, oral or written, which the undersigned employer has entered into with the members of Screen Actors Guild whose names are listed hereon.	act or con	tracts, o	ral or w ames a	ritten. w re listed	hich the	نہ رہ
Sweetening: Yes	Yes # tracks: N	□ 0 0 0 0	= F	ns engage	ment snall l	oe governe	d by and e foredo	Ins engagement shall be governed by and be subject to the applica. The understanced centities that the forestoins information is true	I nis engagement snall be governed by and be subject to the applicable terms of the SAG Commercials Contract. The understrined certifies that the forecoing information is true	erms of th	Je sag		erciais C	ontract	د.
					200		8	n	2		PINK COPY - EMPLOYER YELLOW COPY - MEMBER(S)	SOPY -	EMPLO - MEME	YER SER(S)	
OTES:	***************************************		ш 	nployer or	Employer or Representative of Employer	ative of Em	ployer				WHITE	. YOO	MAIL TO	SAG W	1 C

Exhibit		

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FOLD HERE

Screen Actors Guild Singers Representative 360 Madison Avenue, 12th Floor New York, NY 10017 PLACE STAMP HERE