



For valuable consideration, the undersigned

(INSERT NAME OF BUYER, TRANSFEREE OR ASSIGNEE)

(hereinafter referred to as "Buyer") hereby agrees with

(INSERT NAME OF PRODUCER)

that each motion picture covered by this agreement ("the Picture") identified in the attached Exhibit "A") is subject to the current Screen Actors Guild-American Federation of Television and Radio Artists Agreement for Independent Producers of Theatrical Motion Pictures, or its predecessor agreement, as applicable, as either may be amended, supplemented, or replaced (hereinafter "Basic Agreement") covering theatrical motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2) or (3) which are not applicable):

(1) Section 5 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released to free television and Section 34 pertaining to applicable pension and health contributions;

(2) Section 5.1 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after June 30, 1971 but prior to July 1, 1984, and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

(3) Section 5.2 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after July 1, 1984 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

Territory:

_____ Domestic (the U.S. and Canada, and their respective possessions and territories)

_____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe): _____

Media:

- _____ All
- _____ Home Video/DVD
- _____ Pay Television
- _____ Free Television
- _____ Other (please describe):
- _____ See description attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of the Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter "SAG-AFTRA"), as representative of the performers whose services are included in the Picture when telecast or when exhibited in Supplemental Markets (as applicable), to assume and be bound by Producer's obligation there under to make the additional compensation payments required thereby, if any, with respect to the territories and media referred to above and the pension and health contributions required thereby, if any, as provided in the applicable Section(s) referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television or in Supplemental Markets (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories and media referred to above in accordance with said applicable Section(s). It is agreed that SAG-AFTRA, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Producer has executed a security agreement and financing statement in SAG-AFTRA's favor in the Picture and related collateral as defined in the Security Agreement ("SAG-AFTRA Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG-AFTRA Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC-1, and other UCC documentation and any other document required under the Basic Agreement or necessary or desirable in SAG-AFTRA's discretion to continue the SAG-AFTRA Security Interest. SAG-AFTRA agrees that so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Section(s), that SAG-AFTRA will not exercise any rights under the SAG-AFTRA Security Interest which would in any way interfere with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

SAG-AFTRA further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG-AFTRA's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to SAG-AFTRA a written report showing the gross receipts during the preceding quarter from the distribution of the Picture by Buyer on free television or in Supplemental Markets (as applicable) with respect to which Buyer is required to make payments hereunder (whether distributed by Buyer or through another distributor), and showing the date of the first exhibition on television or in Supplemental Markets

(as applicable), and whether such exhibition was on network television and, if so, whether in prime time.

Buyer shall also make available for inspection by SAG-AFTRA all distributor's statements delivered to Buyer insofar as they relate to such gross receipts. SAG-AFTRA shall have the right at reasonable times to examine the books and records of Buyer as to such gross receipts pertaining to such distribution on free television or in Supplemental Markets (as applicable) of the Picture. If Buyer shall fail to make such payments as and when due and payable, Buyer shall pay late payment damages as specified in Section 5, 5.1 or 5.2, whichever is applicable, of the Basic Agreement.

In the event of any sale, assignment or transfer of any or all of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals relating to those rights unless Buyer obtains a separate, executed Buyer's Assumption Agreement in this form, and other documents required by SAG-AFTRA, from each such purchaser, assignee or transferee (collectively, each "transferee") and SAG-AFTRA approves each transferee's financial responsibility. Buyer agrees to obtain from any party to whom Buyer transfers any of Buyer's rights in the Picture a separate written agreement in this form. SAG-AFTRA agrees that it will not unreasonably withhold its approval of the financial responsibility of any transferee. Nothing herein shall release the Producer of its obligations under any other agreement between Producer and SAG-AFTRA relating to the Picture, unless the Producer has been relieved of liability pursuant to the provisions of Section 6.B. of the Basic Agreement.

If SAG-AFTRA does not approve the financial responsibility of any transferee in writing, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer with respect to any such transferred rights.

Buyer and SAG-AFTRA hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG-AFTRA's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic Agreement. If Buyer fails or refuses to substantially comply with its obligations to report and pay compensation as required under this Assumption Agreement, SAG-AFTRA may, in any grievance and arbitration relating to such failure or refusal, elect to either (a) enforce the relevant portions of the Basic Agreement relating to such reporting and payment by ascertaining sums owed from license agreements, distributors' statements, and other documents evidencing the revenue derived from the distribution or other exploitation of the Picture, or (b) request and obtain an award for payment of Residuals due under the relevant provisions of the Basic Agreement as estimated by SAG-AFTRA in good faith. The arbitrator selected in accordance with the applicable provisions of the Basic Agreement is expressly authorized to issue an award for Residuals compensation based upon SAG-AFTRA's good faith estimate. Notwithstanding the foregoing, Buyer agrees and acknowledges that SAG-AFTRA is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

THIS BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG-AFTRA and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought, in SAG-AFTRA's sole discretion, in Los Angeles County, California or in New York County, New York. Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Buyer irrevocably waives any objection which it may now or hereafter have to the venue of any suit, action or proceeding, arising out of or relating to the Assumption Agreement brought in the State of California or in the

State of New York and hereby irrevocably waives any claim that any such suit, action or proceeding in State of California or in the State of New York has been brought in an inconvenient forum. All arbitrations shall be held in SAG-AFTRA's office in Los Angeles, unless the parties otherwise agree, except that they shall be held in SAG-AFTRA's New York office if the production was based in

New York and a majority of the witnesses required for the hearing reside regularly in or around the New York area. If a dispute arises concerning the proper situs for the arbitration hearing(s), an arbitrator in Los Angeles shall determine that issue. The same arbitrator shall hear the merits of the matter, if he or she is available and determines that Los Angeles is the appropriate situs for the arbitration hearings(s). Notwithstanding the foregoing, SAG-AFTRA, at its option, may bring a legal action or proceeding in the courts of any country or place where Buyer or any of its assets may be found and, by execution and delivery of the Assumption Agreement, Buyer irrevocably submits to the jurisdiction of the courts of such places. All notices required or permitted under this Assumption Agreement shall be in writing and must be given by (a) personal delivery, (b) certified mail, return receipt requested, (c) first class mail, or (d) telecopy with a copy sent by first class mail addressed to the receiving party at its address as specified in this Assumption Agreement. In the case of notices sent to SAG-AFTRA, the notice must also include "Attention: General Counsel." Any such notice shall be deemed to have been duly given or made either immediately upon personal delivery, or five (5) calendar days from the date of mailing within the United States, or seven (7) calendar days from the date of mailing across national borders. Notices sent to Buyer at the address given below (or any other address that Buyer may specify in accordance with this paragraph) shall be deemed effective and adequate under this Assumption Agreement and applicable law. Either party may change its address in accordance with the procedure contained in this paragraph.

Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law. SAG-AFTRA and Buyer agree that signatures to this Agreement transmitted by facsimile or via electronic delivery are presumed authentic and deemed originals.

DATE _____

BUYER _____

ADDRESS _____

BY _____

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL
