

DISTRIBUTOR'S ASSUMPTION AGREEMENT

In consideration of the execution of a DISTRIBUTION AGREEMENT between _____

("Employer")

and the undersigned Distributor, Distributor agrees that the television program presently entitled _____

_____ (the "Program") is subject to the Freelance Live & Tape Television Agreement of 2005 covering television programs and particularly to the provisions of Articles 1, 7, 23, 24, 29 and/or 31 (strike those of the following clauses (a), (b) (c), (d), (e) (f), (g) or (h) which are not applicable):

- (a) Article 1.B.3.(b) thereof, pertaining to additional compensation payable to Directors when television programs are transferred to film and exhibited theatrically and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required; and
- (b) Article 7.B. thereof, pertaining to additional compensation payable to Directors when television programs are rerun on free television in the United States and Canada and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required;
- (c) Article 7.D. thereof, pertaining to additional compensation payable to Directors when television programs are telecast outside the United States and Canada and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required;
- (d) Article 7.F. thereof, pertaining to additional compensation payable to Directors when television programs are released to basic cable and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required;
- (e) Article 23.A. and B. thereof, pertaining to additional compensation payable to Directors when television programs

are released in theatrical exhibition and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required;

- (f) Article 24 thereof, pertaining to additional payments to Employees and the Pension Plan when television programs are released in Supplemental Markets;
- (g) Article 29 thereof, pertaining to additional compensation payable to Employees when television programs produced mainly for the pay television and videodisc/videocassette market are exhibited as provided in Article 29.C., D., E., F., G. and H. thereof and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required; and
- (h) Article 31.A.4. thereof, pertaining to additional compensation payable to Directors when television programs produced primarily for the basic cable market are exhibited as provided therein, and Article 11 thereof, pertaining to applicable pension and health contributions, if any are required.

Distributor is distributing or licensing the Program for distribution (select one)

_____ in perpetuity (*i.e.*, for the period of copyright and any renewals thereof)

_____ for a limited term of _____ years

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
- _____ Theatrical
- _____ Home Video
- _____ Pay Television
- _____ Free Television (Domestic)
- _____ Foreign Free Television
- _____ Basic Cable
- _____ Other (please describe):
- _____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Distributor hereby agrees, expressly for the benefit of the Directors Guild of America, herein called "the Guild" or "the DGA," as representative of the Employees who rendered services on the Program and, insofar as Supplemental Markets rights are concerned, for the benefit of the Directors Guild of America-Producer Pension Plan (hereinafter "the Pension Plan"), when the Program is exhibited on free television, foreign television, basic cable or theatrically or in Supplemental Markets (as applicable), to make the additional payments required thereby, if any, and the pension and health contributions required thereby, if any, with respect to the territories, media and term referred to above as provided in the applicable Articles referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Distributor, for and on behalf of the Employer, 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 Distributor to license the Program for exhibition on free television, foreign television, basic cable, theatrically or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Program

to be exhibited on free television, foreign television, basic cable, theatrically or in Supplemental Markets (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories, media and term referred to above in accordance with said applicable Articles. It is agreed that the Guild, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

To the extent that Employer has executed a security agreement and financing statement in the Guild's favor in the Program and related collateral as defined in the DGA–Employer Security Agreement ("DGA Security Interest"), Distributor agrees and acknowledges that Distributor's rights in the Program acquired pursuant to the Distribution Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the DGA Security Interest.

The Guild agrees that, so long as Residuals with respect to the Program for the territories, media and term referred to above are timely paid in accordance with said applicable Articles, the Guild will not exercise any rights under the DGA Security Interest which would in any way interfere with the rights of the Distributor to distribute the Program and receive all revenues from such distribution.

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

Distributor agrees to keep (i) complete records showing all cities in the United States in which the Program(s) have been telecast and the number of telecasts in each such city, the television stations on which telecast, and the dates thereof; (ii) complete records showing Distributor's Foreign Gross for the Program(s) to the extent that such records are pertinent to the computation of payments for foreign telecasting; (iii) records showing the date on which each such Program is first exhibited in theatrical exhibition anywhere in the world and the place of such exhibition; and (iv), complete records showing Employer's gross receipts from basic cable exhibition and from the distribution of such Program in Supplemental Markets. The undersigned Distributor shall also keep such records as are necessary for the computation of Residuals for reruns, foreign telecasting, basic cable exhibition, theatrical exhibition and Supplemental Market use for so long as

such Residuals may be due or payable. The Guild shall have the right, at all reasonable times, to inspect any and all such records. If Distributor shall fail to make such payments as and when due and payable, Distributor shall pay late payment damages as specified in the applicable provision of the FLTTA, if any.

With respect to television programs produced mainly for the pay television and videodisc/videocassette market, Distributor shall comply with Articles 29.I.3. and 29.I.4. to the extent they apply to Distributor's distribution of the program.

If Distributor has acquired the rights to distribute the Program on free television, Distributor shall give the Guild prompt written notice of the date on which the Program is first telecast in any city in the United States for the second run and for each subsequent run thereafter. If the second or third run is on a network or run in network prime time, the notice shall state that fact.

If the Program is distributed for foreign telecasting and if Distributor has acquired the rights to distribute the Program for foreign telecasting, Distributor shall furnish reports to the Guild showing Distributor's Foreign Gross derived from the Program until (i) the Program has been withdrawn from distribution for foreign telecasting; or (ii) the Director(s) of the Program has (have) received the full additional payments for such foreign telecasting to which they are entitled pursuant to the FLTTA. Such reports shall be rendered to the Guild on a quarterly basis during the first three (3) years in which the Program is distributed for foreign telecasting, on a semi-annual basis for the next following two (2) years, and on an annual basis thereafter.

If the Program is distributed in Supplemental Markets and if Distributor has acquired the rights to distribute the Program in Supplemental Markets, Distributor shall furnish reports to the Guild, quarterly during each calendar year, showing Distributor's gross receipts derived from such Supplemental Market use for as long as Distributor receives any such gross receipts.

If the Program is distributed theatrically and if Distributor has acquired the rights to exhibit the Program theatrically, the Distributor shall give prompt written notice to the Guild of the date on which the Program is first exhibited theatrically (i) in the United States, its commonwealths, territories and possessions and Canada and/or (ii) in all other countries.

If the Program is distributed on basic cable and if Distributor has acquired the

rights to distribute the Program on basic cable, the Distributor shall furnish reports to the Guild, quarterly during each calendar year, showing Distributor's gross receipts derived from such distribution for so long as Distributor receives any such gross receipts.

Distributor agrees to cooperate in responding to reasonable requests from the Guild as to whether the Program is currently being rerun on television, distributed for foreign telecasting, on basic cable, theatrically or in Supplemental Markets. An inadvertent failure to comply with any of the notice or reporting provisions hereof shall not constitute a default by Distributor hereunder, provided said failure is cured promptly after written notice thereof from the Guild.

In the event of any sale, assignment or transfer of Distributor's distribution or exhibition rights in the Program, Distributor shall remain liable for the Residuals unless Distributor obtains an executed Distributor's Assumption Agreement from such purchaser, assignee or transferee and the Guild approves in writing the financial responsibility of the party obtaining such rights. The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. In the event that such purchaser, assignee or transferee is a Qualified Residual Payor, the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved on the date the Guild receives written notice of the assumption of obligations hereunder by the Qualified Residual Payor. Nothing herein shall release Employer of its obligations under this Agreement or any other agreement between Employer and the Guild.

If the Guild does not approve in writing the financial responsibility of the party obtaining such rights, this DISTRIBUTOR'S ASSUMPTION AGREEMENT shall remain effective and binding upon Distributor, and Distributor shall be obligated to pay Residuals which accrue during the term for those territories and media for which it was granted distribution rights and all extensions and renewals. The Distributor shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Article 20 hereof, the issue of whether the Guild has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

Distributor and the Guild hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than the Guild's entitlement to injunctive or other equitable relief, shall be submitted to final and binding

arbitration in accordance with the arbitration provisions contained in this Agreement. Notwithstanding the foregoing, Distributor agrees and acknowledges that the Guild 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 Distributor.

THIS DISTRIBUTOR'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. The Guild and Distributor agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Distributor's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Distributor irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, the Guild, at its option, may bring a legal action or proceeding outside California under the following circumstances: (i) if Distributor has no principal place of business in California; or (ii) whether or not Distributor has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Distributor's assets are located (and Distributor irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Distributor consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Distributor's general counsel or to Distributor's representative identified below or by first class mail to Distributor when Distributor has not designated a representative or a general counsel, or by any other method permitted by law.

Date _____
_____ ("Distributor")

Address: _____

By: _____

Please print name

Title: _____

Distributor's Representative or General Counsel:
