

ARTICLE 30.

RESPONSIBILITY FOR RESIDUAL PAYMENTS

With respect to all television programs, the production of which commences on or after July 1, 2008, produced under the Directors Guild of America Inc. Freelance Live & Tape Television Agreement (hereinafter referred to as the "FLTTA"), which are rerun on free television or which are released to basic cable, in Supplemental Markets, for foreign telecasting or for theatrical exhibition, the following provisions shall be applicable:

SECTION A. DISTRIBUTOR'S ASSUMPTION AGREEMENT -- TELEVISION RERUNS, BASIC CABLE EXHIBITION, FOREIGN TELEVISION EXHIBITION, THEATRICAL EXHIBITION AND SUPPLEMENTAL MARKETS USE

1. Prior to the commencement of principal photography of each such television program in which one or more Employees covered by this Agreement renders services, if the Employer is not also the Distributor of such program for free television, basic cable, foreign television exhibition, theatrical exhibition or in Supplemental Markets (as applicable), Employer shall obtain from the Distributor having such distribution rights and deliver to the Guild a separate written agreement herein called "Distributor's Assumption Agreement," made expressly for the benefit of the Guild as representative of the Employees involved and, insofar as Supplemental Markets rights are concerned, for the benefit of the Directors Guild of America – Producer Pension Plan (hereinafter "the Pension Plan"), by which such Distributor agrees to assume and pay the amounts payable hereunder by reason of the exhibition of such program on free television, basic cable, foreign television, theatrically or in Supplemental Markets (as applicable), including applicable pension and health contributions (all such payments are collectively referred to as "Residuals"), when and as the same become due.

In the event such Distributor is a signatory Employer, it shall be deemed automatically bound to such Distributor's Assumption

Agreement and delivery and execution of the Assumption Agreement shall not be necessary.

Such agreement shall be substantially in the following form:

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 2008 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:

2. An inadvertent failure on the part of any such Distributor to comply with any of the reporting provisions of this Section A.1. shall in no event constitute a default by the Employer or such Distributor or a breach of this Agreement, provided that such failure is cured promptly after notice in writing thereof from the Directors Guild of America.
3. In the event of the expiration or termination of any distribution agreement, the obligation of Employer to obtain and deliver to the Guild such Distributor's Assumption Agreement shall apply as well to any subsequent distribution agreement entered into by Employer, and Employer shall obtain and deliver an executed Distributor's Assumption Agreement within ten (10) days after the execution of each such subsequent distribution agreement.

SECTION B. FINANCIAL ASSURANCES

With respect to any Program produced hereunder, the Guild, prior to the commencement of production of such program, may require such financial assurances from Employer as it deems advisable to insure performance of Employer's obligations to pay the Residuals, including, without limitation, the execution of security agreements, guarantees or other protective agreements, subject, however, to the following:

1. If the Guild shall require financial assurances from the Employer in the form of a security agreement for a security interest in the Program, so long as the Residuals are timely paid with respect to all territories, media and term acquired by the Distributor in accordance with Articles 1, 7, 23, 24, 29 and/or 31 of this Agreement, as applicable, the Guild shall not exercise any rights under such security agreement

which would in any way interfere with the rights of the Distributor to distribute the Program and receive all revenues from such distribution, provided that such Distributor has executed and delivered a Distributor's Assumption Agreement to the Guild and is in compliance with the terms thereof.

2. If any "Qualified Residual Payor," as that term is defined in Section C. below, assumes in perpetuity under the Distributor's Assumption Agreement the obligation to pay the Residuals for all territories and media with respect to the Program or guarantees in a written form satisfactory to the Guild (which shall include the Standard Letter of Guaranty set forth in Exhibit 2) all of such obligations thereunder, the Guild will release and cause to be discharged of record all such security interests, liens, charges or encumbrances entered into by or obtained from such Employer and will not require further financial assurances from such Employer; provided, however, the Employer's primary liability as an Employer shall not be released thereby.
3. If any "Qualified Residual Payor" acquires rights to distribute the Program in specific territories and media (but not all territories and media) in perpetuity, and has assumed responsibility for the payment of Residuals for such territories and media so acquired pursuant to the Distributor's Assumption Agreement or guarantees in a written form satisfactory to the Guild (which shall include the Standard Letter of Guaranty set forth in Exhibit 2) all of such obligations thereunder, then if the Employer has granted or thereafter grants a security interest in favor of the Guild in the Program and related collateral as defined in the DGA Security Agreement, the Guild: (a) agrees to modify the definition of the collateral in the DGA Security Agreement to exclude those territories and media acquired by such Qualified Residual Payor; and (b) acknowledges Qualified Residual Payor's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Program.
4. If any "Qualified Residual Payor" acquires rights to distribute the Program in specific territories and media for a limited period of time, and has assumed responsibility for the payment of Residuals for such term and in such territories and media pursuant to the Distributor's Assumption Agreement or guarantees in a written form satisfactory to

the Guild (which shall include the Standard Letter of Guaranty set forth in Exhibit 2) all of such obligations thereunder, then any security agreement or security interest obtained by the Guild from the Employer in connection with the Program shall remain in effect, but the Guild agrees: (a) to modify the definition of the collateral in the DGA Security Agreement to exclude those territories and media for the term of the rights acquired by the Qualified Residual Payor, including renewals and extensions; and (b) acknowledges the Qualified Residual Payor's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Program.

SECTION C. QUALIFIED RESIDUAL PAYORS

1. In addition to those distributors who have been deemed "Qualified Residual Payors" by the Guild due to their past bargaining relationship and/or Residuals payment history, the term "Qualified Residual Payor" shall mean a Distributor who satisfies the requirements set forth in Paragraphs (a) and (b) below:
 - (a) Distributor has the financial history, liquidity, net earnings before interest, taxes and amortization, assets, and net worth to establish its present and future ability to pay Residuals arising from the exploitation of the Guild Programs being distributed.
 - (b) The Distributor has been in business for five (5) or more years and has a history of prompt and proper payment of Residuals pursuant to the Guild contracts in five (5) consecutive years immediately prior to seeking Qualified Distributor status.
2. A Qualified Residual Payor shall have the right to elect, with respect to each DGA Program for which it has distribution rights, whether or not to assume Residuals obligations or guarantee the payment of Residuals in accordance with the Qualified Residual Payor's Letter of Agreement, for the territories, media and term for which it has distribution rights. However, the Qualified Residual Payor shall be entitled to the rights of a Qualified Residual Payor hereunder only when it elects to so assume such obligations or so guarantee the payment of Residuals.

3. In the event of a dispute as to qualifications of an applicant for Qualified Residual Payor status, Employer shall provide such financial assurances as the Guild may deem appropriate, which may include, but are not limited to, a security interest in the Program and related collateral, in which case Distributor shall acknowledge same.

Said security interest shall remain effective unless and until it is established by agreement or in an arbitration, pursuant to the arbitration provisions contained in this Agreement, that the applicant Distributor meets the aforementioned requirements for qualification. Such applicant shall have the burden of proof that it satisfies the aforementioned requirements for qualification in any arbitration and shall, upon the Guild's request, furnish to the Guild all relevant financial or corporate information relating thereto as the Guild may reasonably require.

4. Any information submitted to the Guild in order to determine whether a distributor is entitled to status as a Qualified Residual Payor shall, at the Distributor's discretion, be subject to reasonable confidentiality arrangements.
5. In the event that a Qualified Residual Payor, after notice and a reasonable opportunity to cure, generally fails to report and/or pay Residuals when they are due or generally fails to pay obligations to creditors when they become due or in the event a petition is filed under the Bankruptcy Code by or against a Qualified Residual Payor, the Guild shall have the right to terminate the Distributor's Qualified Residual Payor status. The Distributor shall have the right to invoke the arbitration procedures described above to challenge such termination. Pending the resolution of such challenge, the Qualified Residual Payor's status shall be considered terminated. The Guild agrees that it will not terminate a Qualified Residual Payor's status when there is a *bona fide* dispute as to whether Residuals are due, or a *bona fide* dispute as to the amount of Residuals due to the Guild, if the Distributor has otherwise timely reported and paid Residuals. In addition to the above, if a Guild audit conducted pursuant to this Agreement or other financial information discloses that the Qualified Residual Payor no longer meets the aforementioned standards for qualification, the Guild may initiate an arbitration pursuant to this Agreement to terminate the Qualified Residual Payor's status.

SECTION D. BUYER'S ASSUMPTION AGREEMENT

1. If the Employer shall sell, transfer or assign its rights to exhibit on free television, basic cable or foreign television any of the television programs produced hereunder, or its rights to distribute theatrically or in Supplemental Markets any of the programs produced hereunder in which one (1) or more Employees covered by the Agreement renders services, it shall obtain from such buyer, transferee or assignee a separate agreement, made expressly for the benefit of the Directors Guild of America as representative of the Employees involved and, insofar as Supplemental Markets rights are concerned, for the benefit of the Directors Guild of America–Producer Pension Plan (hereinafter "the Pension Plan"), requiring such buyer, transferee or assignee to comply with the provisions of this Agreement with respect to additional payments to Employees and/or the Pension Plan, and pension and health contributions, if any are required, by reason of the exhibition of such television programs on free television, basic cable or foreign television or the distribution of such television programs theatrically or in Supplemental Markets (as applicable), when and as the same become due. Such agreement shall be substantially in the following form:

BUYER'S ASSUMPTION AGREEMENT

For valuable consideration, the undersigned _____

(INSERT NAME OF BUYER, TRANSFEREE OR ASSIGNEE)
(hereinafter referred to as "Buyer") hereby agrees with

(INSERT NAME OF EMPLOYER)

that each television program covered by this agreement ("the Program") (identified in the attached Exhibit "A") is subject to the Freelance Live & Tape Television Agreement of 2008 covering television programs and particularly to the provisions of Articles 1, 7, 23, 24, 29 and/or 31 thereof (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 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 theatrically 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.

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
- _____ 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.

Buyer hereby agrees, expressly for the benefit of the Directors Guild of America, hereinafter called "the DGA" or "the Guild," 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 exhibited on free television, foreign television, basic cable or

exhibited theatrically or in Supplemental Markets (as applicable), to assume and be bound by Employer's obligation thereunder to make the additional 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 Articles referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, 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 Buyer 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 and media referred to above in accordance with said applicable Section(s). It is agreed that the Guild, 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 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"), Buyer agrees and acknowledges that Buyer's rights to the Program 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 DGA 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 this Agreement or necessary or desirable in the Guild's discretion to continue the DGA Security Interest. The Guild agrees that, so long as Residuals with respect to the Program for all the territories and media referred to above are timely paid in accordance with said applicable Section(s), the Guild will not exercise any rights under the DGA Security Interest which would in any way interfere with the rights of the Buyer 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 Buyer'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.

Buyer agrees to keep (i) complete records showing all cities in the United States in which the Programs 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 Buyer 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. With respect to programs produced mainly for the pay television and videodisc/videocassette market, Buyer shall comply with Articles 29.I.3. and 29.I.4. to the extent they apply to Buyer's distribution of the Program. The Guild shall have the right, at all reasonable times, to inspect any and all such records. If Buyer shall fail to make such payments as and when due and payable, Buyer shall pay late payment damages as specified in the applicable provision of this Agreement, if any.

In the event of any sale, assignment or transfer of Buyer's distribution or exhibition rights in the Program, Buyer shall remain liable for the Residuals, with respect to the territories, media and term referred to above, unless Buyer obtains an executed Buyer's Assumption Agreement and other documents required by the Guild 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. Nothing herein shall release the Employer of its obligations under this Agreement or any other agreement between Employer and the Guild relating to the Program, unless the

Employer has been relieved of liability pursuant to the provisions of this Article 30(b).

If the Guild does not approve in writing the financial responsibility of the party obtaining such rights, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer.

Buyer 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 Article 20 of this Agreement. Notwithstanding the foregoing, Buyer 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 Buyer.

If Buyer has acquired the rights to distribute the Program on free television, Buyer 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 the run is in network prime time, the notice shall state that fact.

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

If the Program is distributed theatrically and if Buyer has acquired the rights to exhibit the Program theatrically, the Buyer 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 Buyer has acquired the rights to distribute the Program on basic cable, the Buyer shall furnish reports to the Guild, quarterly during each calendar year, showing Buyer's gross receipts derived from such distribution for so long as Buyer receives any such gross receipts.

Buyer 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 Buyer hereunder, provided said failure is cured promptly after written notice thereof from the Guild.

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. The Guild 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 Los Angeles County, California, and Buyer 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 Buyer has no principal place of business in California; or (ii) whether or not Buyer 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 Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). 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.

DATE _____

BUYER _____

ADDRESS _____

BY _____

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL _____

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2. The Employer agrees to deliver to the Guild an executed copy of the above referred to Buyer's Assumption Agreement within thirty (30) days after the sale, assignment or transfer of such television program, with the name and address of the purchaser or assignee.
 3. Any inadvertent failure on the part of the Buyer to comply with any of the reporting provisions of this Section D. shall in no event constitute a default by the Employer or such Buyer or a breach of this Agreement, provided that such failure is cured promptly after notice in writing thereof from the Directors Guild of America.
 4. Upon delivery of such Buyer's Assumption Agreement and other documents from Buyer required under this Assumption Agreement and on condition that the Guild approves in writing the financial responsibility of the purchaser, assignee or transferee, Employer shall not be further liable for the keeping of any such records, or for the payment of Residuals in accordance with said applicable Section, it

being agreed that the purchaser, assignee or transferee shall solely be liable therefor.

5. The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee, it being further agreed that if the Guild, within twenty-one (21) days of receipt of written notice of any such sale, assignment or transfer, has not advised the Employer that it disapproves the financial responsibility of such purchaser, assignee or transferee, the Guild will be deemed to have approved the financial responsibility thereof. If any such purchaser, assignee or transferee is a Qualified Residual Payor, then the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved. In the event the Guild advises the Employer within such twenty-one (21) day period that it disapproves the financial responsibility of any such purchaser, assignee or transferee and Employer disputes such disapproval, the Employer 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.

SECTION E. SECURITY INTERESTS -- EFFECT ON BUYER'S RIGHTS

To the extent that Employer has granted a security interest in favor of the Guild in the Program and related collateral as defined in any DGA Security Agreement, Buyer's rights in the Program acquired pursuant to the purchase agreement shall be subject to the following:

1. So long as the Buyer timely pays Residuals for the Program with respect to all territories and media in which Buyer has distribution rights in accordance with Articles 1, 7, 23, 24, 29 and/or 31 of this Agreement, as applicable, the Guild shall not exercise any rights under such security agreement which would in any way interfere with the rights of the Buyer to distribute the Program and receive all revenues from such distribution, provided that such Buyer has executed and delivered a Buyer's Assumption Agreement to the Guild and is in compliance with the terms thereof.

2. If any "Qualified Residual Payor" assumes in perpetuity under the Buyer's Assumption Agreement the obligation to pay the Residuals for all territories and media with respect to the Program or guarantees in a written form satisfactory to the Guild (which shall include the Standard Letter of Guaranty set forth in Exhibit 2) all of such obligations thereunder, the Guild will release and cause to be discharged of record all such security interests, liens, charges or encumbrances entered into or obtained from such Employer and will not require further financial assurances from such Employer.
3. If any "Qualified Residual Payor" acquires rights to distribute the Program in specific territories and media (but not all territories and media) in perpetuity, and has assumed responsibility for the payment of Residuals for such territories and media so acquired pursuant to the Buyer's Assumption Agreement or guarantees in a written form satisfactory to the Guild (which shall include the Standard Letter of Guaranty set forth in Exhibit 2) all of such obligations thereunder, then if the Employer has granted a security interest in favor of the Guild in the Program and related collateral as defined in the DGA Security Agreement, the Guild: (a) agrees to modify the definition of the collateral in the DGA Security Agreement to exclude those territories and media acquired by such Qualified Residual Payor; and (b) acknowledges Qualified Residual Payor's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Program.

SECTION F. QUALIFIED BUYER

1. In addition to those buyers who have been deemed "Qualified" by the Guild due to their past bargaining relationship and/or Residuals payment history, the term "Qualified Residual Payor" shall mean a Buyer who satisfies the requirements set forth in subparagraphs (a) and (b) below:
 - (a) Buyer has the financial history, liquidity, net earnings before interest, taxes and amortization, assets, and net worth to establish its present and future ability to pay all Residuals arising from the exploitation of the Guild Programs being distributed.

- (b) The Buyer has been in business for five (5) or more years and has a history of prompt and proper payment of Residuals pursuant to the Guild contracts in five (5) consecutive years immediately prior to seeking Qualified Buyer status.
- 2. A Qualified Residual Payor shall have the right to elect, with respect to each DGA Program for which it has distribution rights, whether or not to assume Residuals obligations or guarantee the payment of Residuals in accordance with the Qualified Residual Payor's Letter of Agreement, for the territories and media for which it has distribution rights. However, the Qualified Residual Payor shall be entitled to the rights of a Qualified Residual Payor hereunder only when it elects to so assume such obligations or so guarantee the payment of Residuals.
- 3. In the event of a dispute as to qualifications of an applicant for Qualified Residual Payor status, Employer shall provide such financial assurances as the Guild may deem appropriate, which may include, but are not limited to, a security interest in the Program and related collateral, in which case Buyer shall acknowledge same. Said security interest shall remain effective unless and until it is established by agreement or in an arbitration, pursuant to the arbitration provisions contained in this Agreement, that the applicant Buyer meets the aforementioned requirements for qualification. Such applicant shall have the burden of proof that it satisfies the aforementioned requirements for qualification in any arbitration and shall, upon the Guild's request, furnish to the Guild all relevant financial or corporate information relating thereto as the Guild may reasonably require.
- 4. Any information submitted to the Guild in order to determine whether a Buyer is entitled to status as a Qualified Residual Payor shall, at the Buyer's discretion, be subject to reasonable confidentiality arrangements.

5. In the event a Qualified Residual Payor, after notice and a reasonable opportunity to cure, generally fails to report and/or pay Residuals when they are due or generally fails to pay obligations to creditors when they become due or in the event a petition is filed under the Bankruptcy Code by or against a Qualified Residual Payor, the Guild shall have the right to terminate such Qualified Residual Payor status. The Qualified Residual Payor shall have the right to invoke the arbitration procedures described above to challenge such termination. Pending the resolution of such challenge, the Qualified Residual Payor's status shall be considered terminated. The Guild agrees that it will not terminate a Qualified Residual Payor's status when there is a *bona fide* dispute over whether Residuals are due to the Guild, or a *bona fide* dispute as to the amount of Residuals due to the Guild, if the Distributor has otherwise timely reported and paid Residuals. In addition to the above, if a Guild audit conducted pursuant to this Agreement or other financial information discloses that the Qualified Residual Payor no longer meets the aforementioned standards for qualification, the Guild may initiate an arbitration pursuant to this Agreement to terminate the Qualified Residual Payor's status.