

APPENDIX 10 - Purchaser's Assumption Agreement

(See Article A519a)

Whereas _____, ("Purchaser") has acquired from _____
 _____ ("Producer") the Production entitled _____

 ("Production");

And whereas the Production was produced pursuant to Independent Production Agreement, covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the Alliance of Canadian Cinema Television and Radio Artists (ACTRA) in effect from January 1, 2002 to December 31, 2003, (the "IPA");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Performers in respect of the Production.
2. As the Producer has executed a Security Agreement and financing statement in favour of ACTRA, the Purchaser acknowledges and agrees that its right to exploit the Production are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as all the continuing obligations contained in the IPA with respect to the Performers in the Production, are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Purchaser's rights in respect of the Production.
3. The Purchaser will be relieved of its obligations to ACTRA upon any sale or other disposition of the Production only if the party which acquires the Production signs an Assumption Agreement in this form with Purchaser and ACTRA.

4. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.

Dated _____ this _____ day of _____, _____

(Purchaser)

(Producer)

Per: _____
Signature

Per: _____
Signature

(Print Name and Title)

(Print Name and Title)

ACTRA - Branch

The ACTRA Performers' Rights Society

Per: _____

Per: _____

(Print Name, Title and Branch)

(Print Name and Title)

Date: _____
(Month/Day/Year)