

## Distribution Guarantee (For Approved Distribution Guarantors)

Production: \_\_\_\_\_

Date: \_\_\_\_\_

Guarantor: \_\_\_\_\_

Producer  
(if not Guarantor): \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Address at which Guarantor keeps its records concerning accounts and contracts (if different than above): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The negatives in connection with Production will be processed by: \_\_\_\_\_  
 \_\_\_\_\_

The positive copies of the Production for distribution will be made by: \_\_\_\_\_  
 \_\_\_\_\_

The Guarantor has the following distribution rights in respect of the Production:

Media	Territory	Term

WHEREAS the Producer is a party to the Independent Production Agreement between the Canadian Film and Television Production Association (CFTPA) and the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild ("ACTRA") dated August 9, 1999 (the "IPA");

AND WHEREAS the Production was produced by the Producer under the terms and conditions of the IPA;

AND WHEREAS pursuant to Articles A516, A517 and A518 of the IPA, ACTRA has agreed to release other forms of security which it may hold in respect of the Production provided that Producer provides ACTRA Performers' Rights Society (ACTRA PRS) with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

AND WHEREAS ACTRA has accepted Guarantor as an Approved Distribution Guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of ACTRA releasing and/or foregoing other forms of security which it may hold in respect of the Production, The Guarantor hereby unconditionally guarantees the performance of the reporting requirements with respect to the distributing rights which Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts which may become due pursuant to Article B4 or B5 of the IPA in respect of the Distributors' Gross Revenue generated from the distribution, exhibition or exploitation of the Production in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including Residual Payments, Use Fees, administration fees, and Insurance and Retirement payments related thereto that are now due or may become due to any Performer, ACTRA, ACTRA PRS and/or ACTRA Fraternal Benefit Society ("ACTRA FBS") (collectively "ACTRA").

2. ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production in respect of the media, territories and term set out above, that ACTRA holds which was previously granted to ACTRA and shall file such documents with the appropriate Government agency.

3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations attached to those distribution rights, Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to ACTRA of a Security Agreement pursuant to Article A517b) or a Distribution Guarantee or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

4. Nothing herein is intended, nor shall it be construed, to impose any greater obligations on the Guarantor than would apply to a Producer under the terms and conditions of the IPA. By the same token, Guarantor shall be entitled to all of the rights and benefits accorded to a Producer under the terms of the IPA.

5. This Guarantee is a continuing guarantee binding upon the Guarantor and its successors and assigns, and enuring to the benefit of, and enforceable by, ACTRA and its successors and assigns. The obligations of Guarantor hereunder shall not be discharged, affected impaired or released by any insolvency, bankruptcy, reorganization, merger, affiliation, liquidation, dissolution or similar proceeding.

6. The right of Guarantor to distribute, exhibit or exploit the Production in the media, territories and for the term described above, shall be subject to and conditioned upon the prompt reporting and payment of Use Fees due in accordance with the terms set out in the IPA. It is expressly understood that so long as such reports are submitted and payments are made, neither ACTRA nor its members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit and/or exploit the Production in the territories, media and for the term set out in above.

7. All notices, requests, demands or other communications required or permitted pursuant to this Guarantee shall be governed by the terms and conditions of the IPA. (See Article A108f)

8. Copyright in the Production has been or upon its completion will be duly registered in the following countries: \_\_\_\_\_ free and clear of adverse claims and liens other than those created hereby or as disclosed herein.

9. Guarantor warrants that it is duly organized and exists under the laws of the Province / State / Country of \_\_\_\_\_, and is not restricted by its charter documents or otherwise from entering into this guarantee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

(Producer)

(Approved Distribution Guarantor)

Per: \_\_\_\_\_  
(print name / title)

Per: \_\_\_\_\_  
(print name / title)

ACTRA Performers Guild - Branch

ACTRA Performers' Rights Society

Per: \_\_\_\_\_  
(print name / title / branch)

Per: \_\_\_\_\_  
(print name / title)

\_\_\_\_\_

\_\_\_\_\_