

Appendix 7 a - Purchaser's Assumption Agreement

A P P E N D I X 7 a

(See Article A3604)

(Please execute on Purchaser's Letterhead)

PURCHASER'S ASSUMPTION AGREEMENT

Whereas _____, ("Purchaser") has acquired from _____ ("Producer") certain rights in the production entitled _____ ("Production");

And whereas the Production was produced pursuant to the ACTRA 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 ACTRA Performers Guild (the Guild) in effect from November 1, 1995 to December 31, 1998 (the "I.P.A.");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the I.P.A. 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 I.P.A. 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 the Guild, the Purchaser acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Guild's Security Interest. The Guild agrees that so long as all the continuing obligations contained in the I.P.A. 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 to distribute or license the Production and receive revenue therefrom.
3. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and the Guild.
4. The Guild hereby relieves the Producer of its obligations under the I.P.A. with respect to the Production.

Dated this _____ day of _____, 199

Purchaser Per:

(Address, phone and Fax number of Purchaser)

ACTRA Performers Guild Per:

Producer Per: