

APPENDIX "I"

DISTRIBUTOR'S ASSUMPTION AGREEMENT

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

And whereas the Production was produced pursuant to the 2018-2021 B.C. Master Production Agreement and Recognition of (Appendix "B") Agreement dated _____, _____ (the Agreement);

The parties hereto agree as follows:

1. In consideration of the Union agreeing to the conveyance of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns and related companies that are not dealing at arm's length (collectively the Distributor) are bound by all continuing obligations contained in the Agreement to remit Use Fees to the Performers in the Production payable under Section C of the Agreement. The Distributor acknowledges receipt of the Agreement and warrants that all Use Payments that shall become due and payable pursuant to Section C shall be paid under the terms and conditions contained in Section C.

2. The Distributor is distributing or licensing the Production:

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

b. for a limited term of _____ years.

c. Territories: (please provide list)

- 1. _____
2. _____
3. _____
4. _____
5. _____

d. Media: (please refer to Article C1 and provide list)

- 1. _____
2. _____
3. _____
4. _____
5. _____

3. The Distributor 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, shall be subject to and conditioned upon the prompt payment of Use Payments to the Union, in respect of the Performers in the Production. It is agreed that the Union shall be entitled to pursue all remedies available at law, in the event that such Payments are not made when due in addition to the remedies provided for in Section C.

