

APPENDIX “T”

DISTRIBUTION GUARANTEE

(for Approved Distribution Guarantors: see Article A417)

The Guarantor shall sign the following Distribution Guarantee on its own letterhead and forward it to the local UBCP office.

Production _____

Date _____

| | | | |
|-----------|-------|-----------------------------------|-------|
| Guarantor | _____ | Producer (if not Guarantor) | _____ |
| Address | _____ | Address | _____ |
| | _____ | | _____ |
| | _____ | | _____ |
| Phone | _____ | Phone | _____ |
| Fax | _____ | Fax | _____ |

Address at which Guarantor keeps records concerning accounts and contracts (if different from above) _____

Negatives in connection with the Production will be processed by _____

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 |
|-------|-----------|------|
| | | |
| | | |
| | | |
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| | | |

Whereas the Producer is a party to the 2018-2021 BC Master Production Agreement ("the BCMPA") between the Canadian Media Producers Association – BC Producers Branch ("CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP"), on the one hand, and the Union of BC Performers ("UBCP"), on the other hand;

And whereas the Production was produced by the Producer under the terms and conditions of the BCMPA;

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And whereas, pursuant to Articles A416(e) and A417 of the BCMPA, UBCP has agreed to release other forms of security that it may hold in respect of the Production, provided that the Producer provides the UBCP with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

And whereas UBCP has accepted the Guarantor as an Approved Distribution Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of UBCP's releasing and/or foregoing other forms of security that it may hold in respect of the Production, the Guarantor hereby unconditionally guarantees performance of the reporting requirements with respect to the distributing rights that the Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts that may become due pursuant to Article C2, C3 or Article C4 of the BCMPA in respect of the Distributor's 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 and/or UBCP .
2. UBCP 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 terms set out above that UBCP holds, that were previously granted to UBCP, 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, the Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to UBCP of a Security Agreement pursuant to Article C505, 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 BCMPA. By the same token, the Guarantor shall be entitled to all the rights and benefits accorded to a Producer under the terms of the BCMPA.
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 UBCP and its successors and assigns. The obligations of the 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 the Guarantor to distribute, exhibit, or exploit the Production, in the media and territories and for the terms 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 BCMPA. It is expressly understood that so long as such reports are submitted and payments are made, neither UBCP 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 and media and for the terms set out above.
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.

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9. The 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 _____

Per _____

(print name and title)

(print name and title)

UBCP

Per _____

(print name and title)