

APPENDIX 10

PURCHASER'S ASSUMPTION AGREEMENT

(See Article A519[a])

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

And whereas the Production was produced pursuant to Independent Production Agreement covering Performers in Independent Production between the Canadian Media Producers Association (CMPA), Association Québécoise de la Production Médiatique ("AQPM"), and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), in effect from January 1, 2022, to December 31, 2024, (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 is 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 that 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 at _____ this _____ day of _____, _____

Purchaser

Per _____
 (signature)

 (type name and title)

 (street)

 (city)
 _____ (province) _____ (postal code)

 (phone number)

 (email)

ACTRA Branch

Per _____
 (signature)

 (type name and title)

 (day/month/year)

Producer

Per _____
 (signature)

 (type name and title)

 (street)

 (city)
 _____ (province) _____ (postal code)

 (phone number)

 (email)

ACTRA Performers' Rights Society

Per _____
 (signature)

 (type name and title)

 (day/month/year)