

**AMERICAN FEDERATION OF MUSICIANS
THEATRICAL MOTION PICTURE AND/OR TELEVISION FILM
BUYER'S ASSUMPTION AGREEMENT**

"The undersigned, _____,
(insert name of buyer, licensee or distributor)
hereinafter referred to as the "Buyer," hereby agrees with

_____, hereinafter
(insert name of Producer)
referred to as the "Producer," that picture photoplays covered by this Agreement are subject to the applicable provisions of the American Federation of Musicians ("AFM") Basic Theatrical Motion Picture Agreement of 2002 and/or the AFM Basic Television Film Agreement of 2002, hereinafter referred to as the "Basic Agreements," in general and in particular to the provisions of Article 15 and 16 of the Theatrical Motion Picture Agreement and/or Article 14 of the Television Film Agreement thereof relating to payments to the Film Musicians Secondary Markets Fund ("Fund") on the licensing of a theatrical motion picture photoplay to free television and/or Supplemental Markets and/or the licensing of a television motion picture/series to Supplemental Markets. Said Buyer also hereby agrees, expressly for the benefit of the Fund, to make the payments required by Articles 15 and 16 and/or Article 14.

"It is expressly understood and agreed that the rights of any such Buyer to exhibit or license the exhibition of such photoplays on free television and/or in Supplemental Markets shall be subject to and conditioned upon the payment to the Fund as provided in Articles 15 and 16 and/or Article 14 of said Basic Agreements, and it is further agreed that the Fund shall be entitled to seek injunctive relief and compensatory damages against the Buyer in the event any such payments are not made.

"Buyer shall be liable to make the payments described above but only based upon rights actually acquired by Buyer and only for the period it holds such rights.

"The undersigned Buyer agrees to keep or have access to complete books and records showing the income derived from the sale, lease, license, or distribution of such motion pictures on free television and/or in Supplemental Markets within the entire territory for which Buyer is granted such rights and the Federation and the Fund Administrator shall have the right at all reasonable times to examine and inspect such books and records. The undersigned shall give the Federation prompt written notice of the date on which each photoplay covered hereby is first telecast on free television and/or released in Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the undersigned Buyer provided that such failure is cured promptly after notice thereof from the Federation.

"Buyer further agrees that in the event of a sale, transfer, license or assignment of the free television distribution rights and/or the Supplemental Markets distribution rights to the above-referenced motion picture, Buyer shall obtain from the purchaser, transferee, licensee or assignee an Assumption Agreement covering the rights disposed of in the form set forth herein and shall provide an executed copy of such Assumption Agreement to the Federation. Upon delivery of

such Assumption Agreement, Buyer shall not be further liable to the Federation or the Fund for the keeping of any records related to or the payments required based upon the rights covered under the Assumption Agreement for the exhibition of the motion picture on free television and/or in Supplemental Markets and both the Federation and the Fund agree to look exclusively to the purchaser, transferee, licensee or assignee executing such Assumption Agreement for the keeping of such books or records and for making the payments attributable to the rights acquired. In the event Buyer fails to deliver such Assumption Agreement, it shall continue to be liable for the keeping of records and for the payments required for the exhibition of the motion picture on free television and/or in Supplemental Markets.”

AGREED:

_____	_____
PRODUCER	BUYER
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State	City State
_____	_____
Telephone	Telephone
_____	_____
Date	Date

NAME OF THEATRICAL PICTURE, TV FILM OR SERIES

THEATRICAL MOTION PICTURE: _____ TV FILM/SERIES: _____

ORIGINAL RECORDING SESSION DATE: _____

COMPOSER: _____