

**AMERICAN FEDERATION OF MUSICIANS
THEATRICAL MOTION PICTURE
BUYER'S ASSUMPTION AGREEMENT**

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

that picture photoplays covered by this Agreement are subject to the AFM Basic Theatrical Agreement of 2020 with respect to the provisions of Article 15 and 16 thereof relating to payments to the Film Musicians Secondary Markets Fund (herein referred to as the 'Secondary Markets Fund'), on release of a theatrical motion picture photoplay to free television or in Supplemental Markets; and the said Buyer hereby agrees, expressly for the benefit of the Secondary Markets Fund, to make said payments required thereby. It is expressly understood and agreed that the rights of Buyer to exhibit or license the exhibition of such photoplays on free television or in Supplemental Markets shall be subject to and conditioned upon the payment to the Secondary Markets Fund as provided in Article 15 and 16 of said Basic Agreement, and it is agreed that the Secondary Markets Fund shall be entitled to seek injunctive relief and damages against Buyer in the event 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 agrees to keep or have access to complete records showing the income derived from the 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/or the Secondary Markets Fund Administrator shall have the right at all reasonable times to inspect such 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 in Supplemental Markets. An inadvertent failure to comply with said requirement of notice shall not constitute a default by the undersigned hereunder, provided 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 Secondary Markets 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 Secondary Markets 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 PICTURE

ORIGINAL RECORDING SESSION DATE: _____

COMPOSER: _____