

2010 – 2012
DGC / C M P A
S T A N D A R D A G R E E M E N T

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SCHEDULE 7A
BARGAINING AUTHORIZATION AND VOLUNTARY
RECOGNITION AGREEMENT

Prior to contracting a Guild Member, a Producer who agrees to become a party to the 2010 - 2012 DGC/CMPA Standard Agreement shall sign a Bargaining Authorization and Voluntary Recognition Agreement as follows on the Producer's letterhead and forward it to the District Council. This Bargaining Authorization and Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Standard Agreement where such Producer is involved in the production of a Motion Picture during the life of the Standard Agreement. Notwithstanding the foregoing, if a Producer engages a Guild Member in a classification specified in a letter of understanding relating to jurisdiction, the Producer is not obligated to engage Guild Members in that classification on future Motion Pictures.

I, _____ (Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the 2010 - 2012 DGC/CMPA Standard Agreement ("the Standard Agreement") covering Guild Members engaged in theatrical films, and television programs and other Production between the Canadian Media Production Association (CMPA) and the various District Councils of the Directors Guild of Canada (the "District Councils") and state that I am authorized to execute this Agreement on behalf of _____, (the "Producer") with respect to a Production currently titled _____.

The Producer hereby acknowledges that by executing this Bargaining Authorization and Voluntary Recognition Agreement it is becoming signatory to the Standard Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

The Producer recognizes that the District Councils are the exclusive bargaining agent of Guild Members engaged in the classifications set out in the Standard Agreement subject to the letters of understanding, and recognizes the CMPA as the Producer's sole and exclusive bargaining agent.

Please check one of the following:

(1) For CMPA Members:

The Producer hereby certifies that it is a member in good standing of the CMPA:

Membership No. _____

The Negotiation Protocol as attached to the Standard Agreement is hereby incorporated herein by reference, and by signing this document, the Producer appoints the CMPA as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Standard Agreement which is the result of collective bargaining between and which has been ratified by the CMPA and the District Councils.

OR:

(2) The Producer hereby certifies that it is not a member in good standing of the CMPA.

When executed by a Producer the terms of this agreement form a contract to which the District Councils, the Producer and the CMPA are all parties and each party agrees to abide by its rights and obligations created under this contract.

Dated this _____ day of _____, 20____

(Name of Signatory Producer)

(Address of Signatory Producer)

(Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Bargaining Authorization and Voluntary Recognition Agreement is hereby confirmed by the _____ District Council of the Directors Guild of Canada.

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

A copy of this Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CMPA.

SCHEDULE 7B NEGOTIATION PROTOCOL

**THE DIRECTORS GUILD OF CANADA (ALBERTA DISTRICT COUNCIL),
THE DIRECTORS GUILD OF CANADA (ATLANTIC REGIONAL COUNCIL),
THE DIRECTORS GUILD OF CANADA (MANITOBA DISTRICT COUNCIL),
THE DIRECTORS GUILD OF CANADA – ONTARIO,
THE DIRECTORS GUILD OF CANADA (SASKATCHEWAN DISTRICT COUNCIL)
(collectively referred to as "the District Councils"), and
THE CANADIAN MEDIA PRODUCTION ASSOCIATION
("the CMPA")**

The parties agree to the following provisions, which are reproduced in the Standard Agreement as a Schedule thereto, but which Schedule is executed separately from the Standard Agreement, which shall be and remain in effect following the expiry of the term of the Standard Agreement.

1.01 Definitions: In addition to the definitions set out in the main Standard Agreement, the following:

Standard Agreement - means this collective agreement and is deemed to include the core Agreement, all Schedules hereto, the Negotiation Protocol and Bargaining Authorization and Voluntary Recognition Agreement, any Letters of Variance and each Contract for Services.

Producer - is the individual, corporation, partnership, limited partnership, or other person that controls, administers, or is responsible for a program, whether or not that Producer is or will be a copyright holder of the finished Motion Picture. For greater clarity, Producer shall mean any member Producer, any common Producer, or any successor Producer (who is signatory to this Standard Agreement).

member Producer – shall mean any member of the CMPA who is a signatory to a Bargaining Authorization and Voluntary Recognition Agreement.

common Producer – shall mean a person, corporation or other entity under common direction or control with a member Producer and who engages in associated or related activities or businesses

successor Producer – shall mean a person, corporation or other entity to whom a member Producer sells its business

sells – shall include leases, transfers, and any other manner of disposition, and "sold" and "sale" have corresponding meanings

business – shall include any undertaking or business and any part thereof

2.00 Recognition

2.01 For greater clarity, this section is to be read in conjunction with and referentially incorporates article 2.01, the Recognition section of the core Agreement.

2.02 The CMPA recognizes the District Councils as the sole and exclusive bargaining agent for all Guild Members covered by the Standard Agreement.

2.03 The District Councils recognize the CMPA as the sole and exclusive bargaining agent with respect to all production which is subject to this Agreement.

2.04 Once ratified this Agreement represents a single Agreement applicable in the provinces of Alberta, Nova

Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories, Manitoba, Nunavut, Ontario, and Saskatchewan, subject to specific exceptions as set out in each District Council Schedule.

2.05 Upon notice being given by the District Council, the CMPA will provide the District Council with a current list of all member Producers, whose permanent place of business is within the geographic scope of this Agreement, within thirty (30) days of receipt of said notice.

2.06 Except by prior agreement with the CMPA, a District Council shall not enter into any agreement with any Producer at rates or terms which are as favourable or more favourable to such Producer, then those set forth in this Agreement and no District Council shall permit Members to be engaged at rates less than those provided for herein or upon terms which are as favourable or more favourable to such Producer than set forth in this Agreement.

2.07 Unless otherwise agreed to by the CMPA and the District Council, a Producer shall not enter into any agreement with any District Council at rates or terms which are as favourable or more favourable than those set forth in this Agreement, and no Producer shall offer to engage nor enter into any agreement to engage a Guild Member at rates less than those provided for herein nor upon terms which are favourable or more favourable than those terms set forth in this Agreement.

3.00 Agreement to Follow Terms of Protocol

3.01 The above parties to the Standard Agreement agree that the terms of this protocol, shall govern the Parties, including all Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement with respect to negotiations for the renewal of this Agreement.

4.00 Agreement to Bargain in Good Faith

4.01 Either party may serve notice to bargain within ninety (90) days of the expiry of the Standard Agreement.

4.02 The parties agree to meet within thirty (30) days of notice having been given pursuant to article 4.01 and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

5.00 Freeze

5.01 While bargaining continues, and until the right to strike or lock out has accrued pursuant to this protocol, the terms and conditions of the current Standard Agreement shall

SCHEDULE 7 B

NEGOTIATION PROTOCOL

continue in full force and effect and neither party nor any Producer shall threaten to alter or alter any of the terms thereof. In particular, without limiting the generality of the foregoing no Producer shall alter any rates or any other term of the current Standard Agreement or any right or privilege of any Guild Member in the bargaining unit or any right or privilege of the District Council until the requirements of paragraph 7.1 have been met, unless the District Council gives consent to the alteration in writing.

6.00 Conciliation

6.01

Where either party considers that reasonable efforts to enter into a new Agreement have been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three (3) persons who the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.

6.02

The party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as a part of its written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestions or in the alternative, within ten (10) days of receipt of the notice, request the appointment of a conciliation officer. Without prejudice to the assertion that work performed under the Standard Agreement is subject to provincial jurisdiction, request for the appointment of a conciliation officer shall be made to the Federal Minister of Labour as per section 71 of the *Canada Labour Code*, R.S.C., 1985, c.L-2 as amended.

6.03

Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.

6.04

The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.

6.05

After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.

6.06

The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid equally by the parties. Such a request shall be made in accordance with the conciliation/mediation provisions of the *Canada Labour Code*, or any successor legislation.

7.00 No Strike or Lockout

7.01

Subject to the provisions of the core Agreement, neither the Guild nor the District Councils, shall declare or authorize a strike against any Producer until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the parties and the Minister as set out in article 6.05.

7.02

Neither the CMPA nor any Producer who is signatory to a Bargaining Authorization and Voluntary Recognition Agreement shall declare or cause a lockout, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in article 6.05.

7.03

The parties to this protocol, the individual Members of the Guild and all of the Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement agree that the Guild shall be authorized and permitted to call a strike in compliance with the terms of this protocol, notwithstanding the fact that the District Council may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the District Councils and the Guild Members shall be entitled to legally strike in any such province or territory so long as the provisions of this Schedule have been adhered to.

7.04

The parties to this protocol, the individual Members of the Guild and all of the Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement agree that the CMPA shall be authorized and permitted to declare a lockout in compliance with the terms of this Schedule notwithstanding the fact that the Producer may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the CMPA shall be entitled to legally declare such lockout in any such province or territory so long as the provisions of this Schedule have been adhered to.

7.05

The Guild shall not selectively strike against individual CMPA members or Permittee members nor shall any Producer selectively lock out any Guild Member who is subject to the terms of this protocol. For greater clarity, a strike declared by the Guild as against any single Producer shall be deemed to be a strike against all Producers and similarly a lockout of any Guild Member shall be considered to be a lockout of all Guild Members subject to this Agreement.

The parties to this Negotiation Protocol agree that a strike or lockout shall have the same meaning as those terms have under the terms of the *Canada Labour Code*.

8.00 Ratification

8.01

Notwithstanding that this Agreement is negotiated as between the CMPA and the Guild it is recognized that the CMPA and each District Council of the DGC shall individually ratify this Agreement and this Agreement is not considered ratified unless ratified by all District Councils who are party to this protocol.

SCHEDULE 7 B

NEGOTIATION PROTOCOL

9.00 Dispute Resolution (with respect to Bargaining Rights)

9.01

Within ninety (90) days of a District Council knowing or being reasonably expected to have known the facts giving rise to its claim, that District Council has the right to allege that any person, corporation or other entity is a Producer and therefore bound by the terms of the Standard Agreement and this protocol. Notwithstanding the foregoing, the timelines with respect to a dispute under this section regarding Director rights acquisition fees shall have a twelve (12) month limitation period.

9.02

The District Council shall make any allegations pursuant to article 9.01 of this protocol or of a violation of any of the provisions of this protocol, by means of a notice, setting out the particulars upon which the allegations are based. The notice shall be sent by fax and by registered mail to the Producer(s) and the CMPA.

9.03

The responding parties shall be allowed fifteen (15) business days from the date the notice was sent by registered mail in which to file a response, outlining their respective positions.

9.04

All parties shall endeavor to settle all outstanding issues arising from the notice and response within the next five (5) business days.

9.05

Failure to reach a settlement shall entitle the District Council to refer the matter to final and binding arbitration before an adjudicator. The arbitration procedure shall be governed in all respects by the provisions of this protocol.

10.00 Adjudication

10.01

The adjudicator shall be agreed upon by the parties or appointed pursuant to article 10.00 of the core Agreement (i.e. grievance and arbitration article).

10.02

The adjudicator has, in relation to any proceeding before the adjudicator power:

- (a) to summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the adjudicator deems requisite to the full investigation and consideration of any matter within the adjudicator's jurisdiction that is before the adjudicator in the proceedings;
- (b) to administer oaths and solemn affirmations;
- (c) to receive and accept such evidence and information on oath, affidavit or otherwise as the adjudicator deems fit, whether admissible in a court of law or not;
- (d) to examine, in accordance, with any regulations of the Canada Industrial Relations Board, such evidence as is submitted to the adjudicator respecting the membership of any employees in a trade union;
- (e) to make such examination of records and such inquiries as is deemed necessary;
- (f) to require a Producer to post and keep posted in appropriate places any notice that the adjudicator considers necessary to bring to attention of any Guild Members, any matter relating to the proceeding;
- (g) subject to bona fide production requirements, enter any premises of a Producer and to inspect any work, material, documents, financial records and any other thing and interrogate any person respecting any matter that is before the adjudicator in the proceeding;
- (h) to authorize any person to do anything the adjudicator

may do under paragraphs (a) to (g), inclusive and to report to the adjudicator thereon;

- (i) to adjourn or postpone the proceeding from time to time;
 - (j) to abridge or enlarge the time for instituting proceeding or for doing any act, filing any document or presenting any evidence in connection with the proceeding;
 - (k) to amend or permit the amendment of any document filed in connection with the proceeding;
- and
- (l) to add a party to the proceeding at any stage of the proceeding.

10.03

The parties agree and acknowledge that the adjudicator has exclusive jurisdiction to exercise the powers conferred upon it by the provisions of this protocol and to determine all questions of fact and law that arise in any matter before the adjudicator. The finding of an adjudicator as to the facts and as to the meaning or violation of the provisions of this protocol shall be conclusive and binding upon all parties concerned, but in no case shall the adjudicator be authorized to alter, modify or amend any part of this protocol.

10.04

The parties agree and acknowledge that the adjudicator shall have the authority to order such remedy as is necessary to give real and substantial relief to any aggrieved party and in so doing may determine what, if anything, a Producer, CMPA, the District Council and a Guild Member shall do or refrain from doing.

10.05

Where, in the opinion of the adjudicator, two or more persons, corporations or other entities constitute a common producer, the adjudicator shall so declare and such declaration shall have the effect that the persons, corporations or entities shall be treated as a single Producer under this Agreement. Without limiting the adjudicator's general remedial powers, the adjudicator may order that a member Producer assumes all rights and obligations, under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member, or any person, corporation or other entity.

10.06

Where, in the opinion of the adjudicator, a person, corporation or other entity is a successor Producer, the adjudicator shall so declare and such declaration shall have the effect that the successor Producer shall assume all rights and obligations of the member Producer under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member.

10.07

In the event that a successor Producer does not comply with its obligations resulting from a declaration under article 10.05 or 10.06 of this Schedule within thirty (30) days, the Guild may bring the matter back before the Adjudicator, who, upon proof of non-compliance, shall declare that the member Producer remains liable with respect to any obligations under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member, as if no sale had been made.

11.00 General

11.01

Nothing in this protocol or in the Standard Agreement affects or restricts any right that any party may have under the Status of the Artist Act, S.C. 1992, c.33, as amended

SCHEDULE 7 B
NEGOTIATION PROTOCOL

11.02

During the term of the Standard Agreement and with respect to any grievance or arbitration thereunder, or any other administrative or court proceeding, including but not limited to, proceedings before any labour relations board, neither the CMPA nor the Producer will raise any issues for determination with respect to the status of the DGC, a District Council, a Guild Member or the Standard Agreement, including but not limited to:

- (i) the status of the Standard Agreement as a collective agreement
- (ii) the status of the Guild or a District Council as a trade union
- (iii) whether any Guild Member is an "employee", a "manager" or "employed in a confidential capacity relating to labour relations".

**Canadian Media
Production Association**

per _____
**Chief Operating Officer and
Chief Legal Officer**

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

**D I S T R I C T C O U N C I L S C H E D U L E 8
S T A N D A R D C O N T R A C T F O R S E R V I C E S**

LOANOUT

NAME OF GUILD MEMBER _____
 NAME OF LOANOUT CO. _____
 GST or HST # _____

NO LOANOUT

NAME OF GUILD MEMBER _____
 SIN # _____

TEL # (H) _____ CELL # _____

E-MAIL _____

ADDRESS _____

CITY / POSTAL CODE _____ CEIRP # _____

MOTION PICTURE TITLE _____

ENGAGED IN PROVINCE OF _____

ENGAGED FOR: MAIN UNIT OR SECOND UNIT

TIER LEVEL: A B C D E F

START DATE _____ DAY _____ MONTH _____ YEAR

RATE (SPECIFY DOLLAR AMOUNT):

PER WEEK \$ _____ OR PER DAY \$ _____ OR HOURLY \$ _____

GUARANTEED TERM OF ENGAGEMENT (check ONE only):

DAILY OR WEEKLY

OR SPECIFIC TERM Finish Date ____day____month____year

OR EXTENDED TERM Finish Date ____day____month____year

_____# of months _____Hiatus

OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.)

GUILD MEMBER

PERMITTEE

PRODUCTION DEPARTMENT

- Second Unit Director
- Production Manager Asst Production Manager
- Unit Manager Production Coordinator
- Assistant Production Coordinator
- Trainee Production Coordinator
- Production Secretary
- First Second Third Assistant Director
- Set Production Assistant
- Location Manager Location Scout
- Assistant Location Manager
- Trainee Location Manager
- Location PA (LPA) Location Support Personnel

ACCOUNTING DEPARTMENT

- Production Accountant
- Post Production Accountant
- First Assistant Accountant-GENERAL
- First Assistant Accountant-PAYROLL
- Second Asst Accountant
- Third Assistant Accountant
- Trainee Assistant Accountant

ART DEPARTMENT

- Production Designer
- Art Director-Head of Department
- Art Director
- First Asst Art Director (Set Designer/Graphics)
- Second Asst Art Director
- Third Assistant Art Director
- Art Department Coordinator
- Art Department Trainee

PICTURE EDITING DEPARTMENT

- Supervising Picture Editor
- Picture Editor
- First Assistant Picture Editor
- Assistant Picture Editor (APE)
- Assistant Picture Editor (APE) per 11.35(c)
- Post Production Assistant (POST PA)

SOUND EDITING DEPARTMENT

- Supervising Sound Editor
- Sound Editor
- First Assistant Sound Editor
- Second Assistant Sound Editor
- Trainee Assistant Sound Editor

OTHER

ACCOUNTING DEPT., PRODUCTION MANAGERS & ASSISTANT PRODUCTION MANAGERS You will be entrusted with detailed information respecting the Producer's business, the disclosure of which would be harmful to the Producer's interest and as such agree to keep all such information confidential. You acknowledge and agree that the right to maintain such detailed information constitutes a property right, which the Producer is entitled to protect. Accordingly, you will not without prior written consent of the Producer, during the term of this Agreement and subsequent to its termination, copy by any means, disclose, directly or indirectly, to any third party any confidential information relating to the Producer.

Undersigned hereby authorizes Signatory Producer to check off or deduct 2% of Gross Remuneration in accordance with article 6.02 and permit fees in accordance with article 7.08, and remit same to the District Council weekly. This engagement is subject to the provisions of and must provide no less than the terms and conditions of the 2010 - 2012 DGC/CMPA Standard Agreement. All of the provisions of the Standard Agreement and any individual contract between a Guild Member and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

Accepted and Agreed

Print Name of Producer (Company)

Signature of Guild Member OR Loanout's Authorized Rep

Signature of Producer's (Company's) Authorized Rep*

Print Name of Guild Member OR Loanout's Authorized Rep

Print Name of Producer's (Company's) Authorized Rep*

Date

Date

*PRODUCER'S AUTHORIZED REP INCLUDES EXECUTIVE PRODUCER, PRODUCER, SUPERVISING PRODUCER, ASSOCIATE PRODUCER OR LINE PRODUCER OR A PERSON PERFORMING ANY OF THOSE FUNCTIONS, BUT EXCLUDES A GUILD MEMBER WHICH IS SUBJECT TO THE STANDARD AGREEMENT (ARTICLE 12.09).

SCHEDULE 9
Certified Budget

The undersigned _____
(insert name of Completion Guarantor)

is the Completion Guarantor for _____
(insert name of Production)

being produced by _____
(insert name of Production company)

We certify that the Budget dated _____ having a total Production cost (above and below-the-line,
all amortized and episodic expenses) of _____ .
(insert grand total)

is the Budget approved by us for this Production.

For Series, indicate # of Episodes: _____

For co-productions, please complete the following:

The Production titled _____

is a co-production. Yes No

This Budget figure represents the total Production cost, total herein defined as costs incurred by all Producers.
Yes No .

Dated this _____ day of _____, 20 _____.

(Signature of signing officer)

(Print or type name)

**SCHEDULE 10
PRODUCTION GUARANTEE**

MEMORANDUM OF AGREEMENT dated this ____ day of _____, 20__.

BETWEEN:

The Directors Guild of Canada, _____ District Council (the "District Council")
AND _____ (the "Guarantor")

(insert name and address of approved production guarantor)

WHEREAS _____ (the "Producer") intends to produce a Production

entitled _____ (the "Production");

AND WHEREAS the Producer is a party to the 2010 - 2012 DGC/CMPA Standard Agreement between the Canadian Media Production Association (CMPA) and the District Councils;

AND WHEREAS pursuant to article 14.09(a) of the Standard Agreement, the District Council is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the Standard Agreement unless a production guarantee in this form signed by an approved production guarantor is accepted by the District Council;

AND WHEREAS the District Council has accepted Guarantor as an approved production guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the District Council foregoing the requirement that the Producer put up a cash bond or letter of credit, Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond or letter of credit pursuant to article 14.09(a) of the Standard Agreement, including Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement related to the Production.
2. If at any time, payment of any amount guaranteed herein is in default for more than 14 days, then the District Council shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the District Council the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to the District Council in trust, and the District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the District Council will refund to Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. The District Council shall have the unilateral right to terminate this production guarantee and revert to the requirements of article 14.09(b) or (c) of the Standard Agreement if the payment of any amount guaranteed herein is in default for more than 14 days after Guarantor has been served with the demand provided in paragraph 2 herein.
4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of the delivery to the District Council of a security agreement pursuant to article 14.09(b) or the delivery to the District Council of a distribution guarantee or distributor's assumption agreement from an approved distribution guarantor pursuant to article 14.10(c).
5. The termination of this production guarantee by the District Council pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of Guarantor with respect to any amounts accruing prior to the date of such termination by the District Council, subject to paragraph 4 herein.
6. If the District Council terminates this production guarantee pursuant to paragraph 3 herein, Producer shall, within 48 hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with article 14.09(a) of the Standard Agreement. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the District Council in trust, and the District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the District Council will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

IN WITNESS WHEREOF the parties hereto have executed this production guarantee as of the date hereinabove firstly mentioned.

(Producer)

(Approved Production Guarantor)

Per _____

Per: _____

(Name of Signatory Producer)

(Name of Guarantor)

(Address of Signatory Producer)

(Address of Guarantor)

(Phone Number of Signatory Producer)

(Phone Number of Guarantor)

(Fax Number of Signatory Producer)

(Fax Number of Guarantor)

Directors Guild of Canada, _____

District Council

Per: _____

S C H E D U L E 1 1 A
S E C U R I T Y A G R E E M E N T

The Producer shall sign the following security agreement on its own letterhead and forward it to the local the District Council office.

This security agreement, made pursuant to article 14.10(b) of the Standard Agreement

Between: _____ (the "Debtor")

and

Directors Guild of Canada, _____ District Council "(the District Council")

Re: _____ (the "Production")

WHEREAS the Debtor is authorized and entitled to provide this security agreement in respect of the Production;

1. This security agreement is entered into between the Debtor and the District Council to secure the performance by the Debtor of all its financial obligations payable after production pursuant to the Standard Agreement, including Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement related to the Production.
2. The parties acknowledge and agree to be bound by the terms, conditions and definitions contained in the standard security terms in Schedule 11B.
3. The District Council specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to, the security interests of the parties listed below. If the security interest of any listed party is not registered at the time of the registration of this Security Interest, the District Council will agree to provide, at no cost to the Debtor, any subordination agreements required:
 - (a) _____ (d) _____
 - (b) _____ (e) _____
 - (c) _____ (f) _____

The failure of the Debtor to list all those parties with a prior security interest shall not be a violation of this security agreement, provided such security interest is registered.

4. Subordination of the District Council Security Agreement

Pursuant to paragraph 7 of the standard security terms, the District Council agrees that its Security Interest will rank subordinate to the security interests of the parties listed in paragraph 3. The intent of this provision is that generally, the security interests of the following parties, will enjoy priority over the District Council's security interest: chartered banks, trust companies or other recognized lending institutions, government funded financiers, and subject to the prior written approval of the District Council, other lenders or financiers who specifically require priority and who are providing project financing in respect of the Production.

5. The Debtor represents and warrants as follows:

- (a) Debtor's Legal Name, principal place of business and mailing address:

- (b) The address at which the Debtor keeps its records concerning accounts and contracts with respect to which a security interest is herein granted (if different than above) is

- (c) The negatives in connection with the Production will be processed by: _____
- (d) The positive copies of the Production for distribution will be made by _____
- (e) The Debtor 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 security agreement.
- (f) The copyright in 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 in paragraph 3 hereof;
- (g) If the Debtor is not the Producer, that the Producer is _____ and its place of business is _____
- (h) That it is in receipt of a copy of the Standard Agreement, this security agreement and the standard security terms.

IN WITNESS WHEREOF the Debtor has executed this security agreement at _____ this _____ day of _____ 20____.

(Debtor)

Per: _____
signature (print name / title)

Acknowledgment:

Directors Guild of Canada _____ District Council Per: _____
(print name / title / branch)

Date: _____

SCHEDULE 11B
STANDARD SECURITY TERMS
SEE ARTICLE 14.10(B)

1 PARTIES AND NATURE OF THE RELATIONSHIP

1.01

The security agreement is entered into between the Debtor and the District Council to secure the performance by the Debtor of its Secured Obligations, (defined herein at paragraph 3), and to make the Collateral (defined herein at paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.

1.02

The Secured Party is The Directors Guild of Canada, _____ District Council, which is the exclusive bargaining agent for all of the Guild Members who worked on the Production .

1.03

The Debtor acknowledges that the Secured Party, referred to as the District Council, is thus entitled to represent the Guild Members in respect of any and all current and continuing claims for payment of Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement.

1.04 Name and address of the Secured Party

The Directors Guild of Canada, _____
District Council
Fax: * _____
* _____
* _____
* _____

1.05

The Debtor warrants and represents that under the terms of the agreement, it is primarily liable for all obligations to report and remit Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement, as if it was a signatory to the Standard Agreement and the terms of the Standard Agreement are hereby incorporated by reference.

2.00 Creation Of Security Interest

2.01

The Debtor hereby grants to the District Council, in addition to any other rights or benefits previously granted by contract, Collective Agreement or otherwise, for value received and to secure the performance of the Obligations under this security agreement and as a general and continuing collateral security for the payment of the full sum of Guild Members' Gross Remuneration including but not limited to Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement and for the due performance, observance and fulfillment of the Obligations of the Producer/Debtor, a Security Interest by way of a charge ranking subordinate to those secured parties set out in section 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant to any and all applicable provincial legislation relating to the creation and registration of security interests (the Legislation"), and the property described herein (hereinafter referred to as "Collateral").

2.02

All phrases which are defined in the Standard Agreement and not otherwise defined in this security agreement shall have the meaning ascribed by the Standard Agreement, and all phrases not otherwise defined in this security agreement shall have the meaning ascribed by the Legislation.

3 THE OBLIGATIONS

3.01

The obligation to pay to Guild Members any and all Fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the Distribution of all or part of the Production, in accordance and as defined by the terms of the Standard Agreement; and

For certainty, the Obligations shall include but shall not be limited to:

3.02

the obligation to pay contributions for the benefit of Guild Members, in accordance with the Standard Agreement, subject to any of the above obligations being assumed in writing by another entity by means of a purchaser's assumption agreement or a distributor's assumption agreement, with approval of the District Council (not to be unreasonably withheld) whereupon they shall be excluded from the Obligations secured hereunder; and

For certainty, the Obligations shall include but shall not be limited to:

3.03

the full, timely and faithful performance by Producer of all terms, provisions, covenants, conditions, agreements and obligations contained in or contemplated by this security agreement and the Standard Agreement.

4 COLLATERAL

4.01

"Collateral" means all right, title and interest of Producer in and to the Production, each of the component elements thereof and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels, prequels, remakes, spin-offs or episodic series based on or derived from the Production or any of its underlying works nor any right to monies derived through the exploitation of ancillary, allied, underlying and like rights such as merchandising, novelization, music publishing, soundtrack and sequel rights. Any reference to Collateral shall, unless the context requires otherwise, be deemed a reference to "Collateral or any part thereof". For certainty, the Collateral includes:

- (a) all debts, accounts receivable, demands, and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- (b) all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims;
- (c) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands, choses in action and claims;
- (d) all negatives, video tapes, lavenders, dupes, sound tracks and positive prints connected with the Production whether in completed form or in some stage of completion; or any other media upon which the Production is recorded, and all rights in the said media, and other assets related to the Production of any nature, and any proceeds therefrom, now owned

SCHEDULE 11B
STANDARD SECURITY TERMS
SEE ARTICLE 14.10(B)

or which may from time to time be owned and acquired by the Debtor.

- (e) the single production right to the original idea and story upon which the Production is based, all scripts, screenplays and other written materials used or to be used in connection with the Production;
- (f) the synchronization rights in and to the lyrics, music and musical compositions as may be owned or acquired by Producer for use in the Production to the extent of such single use only;
- (g) all copyrights and licences obtained or to be obtained by Producer for use in connection with the Production to the extent of such single use only;
- (h) all sums obtained or to be obtained by Producer from distribution, exhibition and exploitation of the Production, including without limitation all moneys due or to become due to Producer under any distribution agreements entered into by Producer for the distribution of the Production; and
- (i) all recoveries under insurance policies issued in connection with the Production.

4.02

The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the security interest granted hereby, the security interests in section 7.1 hereof or as disclosed to the District Council and that no restrictions exist, or will exist by agreement or otherwise, with respect to any of the said Collateral which impair the right of the Debtor to make this charge.

5 ENFORCEMENT COSTS

The District Council acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this security agreement, save and except as herein provided.

6 RIGHTS AND OBLIGATIONS OF DEBTOR

6.01

The Producer shall:

- (a) at no cost, execute and deliver such further agreements, contracts, documents and instruments (each a "Security Document") as the District Council may reasonably prepare, require to perfect, protect or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from the District Council requesting any such Security Document, Producer fails to execute and deliver it consistent with the rights of the District Council or to provide the District Council with notice specifying with particularity Producer's objection to so doing, then Producer hereby irrevocably appoints the District Council its true and lawful attorney-in-fact to execute, deliver, file and record, on its behalf and in its name, such Security Document. the District Council will promptly provide Producer with a true and complete copy of each Security Document executed by the District Council under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.
- (b) use all reasonable good faith business efforts to defend, at its own cost and expense, Producer's right, title and interest in and to the Collateral, and the Security Interest and rights of the District Council, against all claims of infringement and against any and all claims by third parties arising out

of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition or other material, provided that Producer may satisfy this requirement if Producer causes the District Council to be named as an additional insured, as its interest may appear, on any standard policy of errors & omissions insurance maintained by Producers or its successors in interest with respect to the Production.

6.02

The District Council acknowledges that Producer, and its successors, licensees, and assigns, are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. the District Council further acknowledges that prior to the District Council realizing on its Security Interest in accordance with this security agreement, nothing in this security agreement authorizes or permits the District Council to delay, enjoin, impede, impair or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account or other exploitation of the Production or any of the Collateral which is undertaken, authorized, permitted or allowed by Producer or any of its successors, licensees, or assigns in the sole exercise of their good faith business judgment, and nothing in this security agreement requires or prevents Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or Collateral. the District Council agrees that Producer has no obligation under this security agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner

6.03

Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this security agreement. If the Debtor desires to change its principal place of business or mailing address from that described in paragraph 1.2 above or if the Debtor wishes to move its records and accounts from that described in paragraph 1.3 above, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in paragraphs 1.3, 1.4 and 1.5 above, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by the District Council to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require Debtor to notify the District Council of the removal by any distributor of prints incorporating the Production.

6.04

The Debtor shall defend its own rights in Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.

6.05

The Debtor shall notify the Secured Party promptly of:

- (a) any material change in the information contained in this agreement (including the schedules hereto) relating to the Debtor, the Debtor's business or Collateral,
- (b) the details of any change in name or address of the Debtor or location of Collateral;

SCHEDULE 11B
STANDARD SECURITY TERMS
SEE ARTICLE 14.10(B)

- (c) the details of any disposition of the negative of the Production;
- (d) the details of any claim, or litigation materially affecting the ownership of the Collateral;
- (e) any material loss of or damage to Collateral;
- (f) any material default known to Debtor by any distributor or broadcaster which materially affects the likelihood of further use fees to the District Council in respect of the Production.

6.06

The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens and encumbrances relating to Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

7 SUBORDINATION OF THE DISTRICT COUNCIL SECURITY AGREEMENT

7.01

The District Council acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company or other recognized lending institution; government funded financiers, and (subject to the prior written approval of the District Council) other lenders or financiers who specifically require priority providing project financing in respect of the Production.

Specifically in respect of the Production the District Council hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the secured parties set out in the security agreement with respect to the Debtor and the Collateral:

7.02

The District Council further acknowledges that Producer, or its assigns, affiliates or successors, have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. The District Council agrees that so long as all statements of receipts and payments have been timely paid or made by such distributor or licensee to Producer with respect to the rights and territories granted to such distributor or licensee, the District Council will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair or interfere with the exercise of its rights.

7.03

In the event that the Producer defaults (as per article 8 below) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties, pursuant to licensing or distribution agreements or the like, the Debtor agrees that the District Council shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in the District Council's name and at the District Council's sole expense. The District Council shall be reimbursed for any and all reasonable costs of the action, audit, or the like in first position from any funds recovered. All recovered funds shall be directed

to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

8 EVENTS OF DEFAULT

8.01

The Debtor shall be in default under this security agreement upon occurrence of any of the following:

- (a) Non-payment when due, whether by acceleration or otherwise, of any amounts secured by this security agreement, or the failure to comply with any provisions of the Standard Agreement in any material way, subject to paragraph 8.1.2.
- (b) Failure to comply within 30 days after written notice from the Secured Party demanding compliance with any provision contained in the Standard Agreement or this security agreement and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.
- (c) If any representation or statement made or furnished in this security agreement or under the Standard Agreement to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.
- (d) Bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for 30 days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for 30 days or more; or the institution by or against the Debtor or any type of insolvency proceeding or creditor re-arrangement.

9 SECURED PARTY RIGHTS AND OBLIGATIONS

9.01

In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the Legislation. All rights and remedies of the Secured Party shall be cumulative.

9.02

The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.

9.03

The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this security agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production with all the powers that the Debtor would have to operate its business for such time as the receiver determines advisable and in the best interest of the Secured Party.

SCHEDULE 11B
STANDARD SECURITY TERMS
SEE ARTICLE 14.10(B)

9.04

The Secured Party may, subject to Debtor's rights under the Legislation, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to Debtor's rights under the Legislation, use Collateral as it sees fit, providing that any income from Collateral is applied to the Debtor's account. Upon default, the Secured Party may also, subject to Debtor's rights under the Legislation, sell, lease or otherwise dispose of Collateral in any commercially reasonable manner.

9.05

At any time after the occurrence of an event of default the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party by notifying such account debtors of the Secured Party's interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.

9.06

The Debtor agrees to pay, subject to limitations under the Legislation or Standard Agreement, all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this security agreement.

9.07

No variation, amendment (except for any schedule which may be added hereto pursuant to the provisions of this agreement) or waiver of any provision of this security agreement shall be effective unless made by written agreement executed by the parties to this security agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release

Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realize Collateral.

10 SUCCESSOR INTERESTS

10.01

This security agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11 APPLICABLE LAW

11.01

This security agreement shall be governed by the laws of the Province governing the Standard Agreement .

12 TERMINATION

12.01

Upon provision to the District Council of a purchaser's assumption agreement, or a distributor's assumption agreement or a distribution guarantee in accordance with the provisions of the Standard Agreement, the District Council shall be deemed to have discharged its security interest and the District Council shall, at the written request and at no cost to Debtor, cancel and discharge all security interests under this security agreement and execute and deliver to the Debtor such deeds or other instruments (collectively, "Release Documents"; individually, a "Release Document") as shall be required to effect such discharge and to register notice of such discharge under the Legislation and such other jurisdictions as the Secured Party may have registered its security interest. If within 10 business days of notice from Debtor requesting any such Release Document, the District Council fails to execute and deliver it or to provide to Debtor notice specifying with particularity the District Council's objection to so doing, then the District Council hereby irrevocably appoints Debtor its true and lawful attorney in fact to execute, deliver, file and record on its behalf and in its name such Release Documents. Debtor will promptly provide the District Council with a true and complete copy of each Release Document executed by Debtor under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

**SCHEDULE 12
DISTRIBUTION GUARANTEE
(FOR APPROVED DISTRIBUTION GUARANTORS)**

(See article 14.10(c))

The approved distribution guarantor shall sign the following distribution guarantee on its own letterhead and forward it to the local the District Council office.

Production: _____

Date: _____

Guarantor: _____
Address: _____

Producer (if not Guarantor): _____
Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

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

The negatives in connection with Production will be processed by: _____

The 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

WHEREAS the Producer is a party to the 2010 - 2012 DGC/CMPA Standard Agreement between the Canadian Media Production Association (CMPA) and the Directors Guild of Canada _____ District Council ("the District Council") dated * (the "Standard Agreement");

AND WHEREAS the Production was produced by the Producer under the terms and conditions of the Standard Agreement;
 AND WHEREAS pursuant to articles 14.09, 14.10 and 14.11 of the Standard Agreement, the District Council has agreed to release other forms of security which it may hold in respect of the Production provided that Producer provides the District Council with a distribution guarantee from an approved distribution guarantor in this form;
 AND WHEREAS the District Council has accepted Guarantor as an approved distribution guarantor;
 NOW THEREFORE the parties hereby agree as follows:

SCHEDULE 12
DISTRIBUTION GUARANTEE
(FOR APPROVED DISTRIBUTION GUARANTORS)

1. In consideration of the District Council releasing and/or foregoing other forms of security which it may hold in respect of the Production, The Guarantor hereby unconditionally guarantees the performance of the reporting requirements with respect to the distributing rights which Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts which may become due pursuant to the Standard Agreement, in respect of 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 Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement that are now due or may become due to any Guild Member, or the District Council, ("the District Council").
2. The District Council 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 term set out above, that the District Council holds which was previously granted to the District Council 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, Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to the District Council of a security agreement pursuant to article 14.10(b) or 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 Standard Agreement. By the same token, Guarantor shall be entitled to all of the rights and benefits accorded to a Producer under the terms of the Standard Agreement.
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, the District Council and its successors and assigns. The obligations of 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 Guarantor to distribute, exhibit or exploit the Production in the media, territories and for the term described above, shall be subject to and conditioned upon the prompt reporting and payment of Director rights acquisition fees due in accordance with the terms set out in the Standard Agreement. It is expressly understood that so long as such reports are submitted and payments are made, neither the District Council nor any Guild member shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit and/or exploit the Production in the territories, media and for the term set out in above.
7. All notices, requests, demands or other communications required or permitted pursuant to this Guarantee shall be governed by the terms and conditions of the Standard Agreement.
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.
9. 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 the Agreement as of the date hereinabove firstly mentioned.

Per: _____
(Producer)

Per: _____
(Approved distribution guarantor)

(print name / title)

(print name / title)

Directors Guild of Canada, _____ District Council

Per: _____

(print name / title / branch)

S C H E D U L E 1 3
D I S T R I B U T I O N A S S U M P T I O N A G R E E M E N T
(S E E A R T I C L E 1 4 . 1 3)

The Distributor shall sign the following Distributor's Assumption Agreement on its own letterhead and forward it to the local District Council office.

Whereas (the "Distributor") is an approved distribution guarantor, and has acquired from _____ (the "Producer")

certain rights in the Production entitled _____ (the "Production");

And Whereas the Production was produced pursuant to the 2010 - 2012 Standard Agreement between the Canadian Media Production Association (CMPA) and the Directors Guild of Canada, _____ District Council (the "District Council");

The parties hereto agree as follows:

1. In consideration of the District Council agreeing to the licence 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 Standard Agreement to remit Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement. The Distributor acknowledges receipt of the Standard Agreement and warrants that all Director rights acquisition fees and all other amounts payable after production that shall become due and payable pursuant to the Standard Agreement shall be paid under the terms and conditions contained in the Standard Agreement.

2. The Distributor is distributing or licensing the Production:

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

(ii) for a limited term of _____ years.

(b) Territories: (please provide list)

(c) Media: (please provide list)

(i) _____

(i) _____

(ii) _____

(ii) _____

(iii) _____

(iii) _____

(iv) _____

(iv) _____

(v) _____

(v) _____

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 licensing, shall be subject to and conditioned upon the prompt payment of Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement to the District Council. It is agreed that the District Council 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 the Standard Agreement.
4. The Distributor acknowledges that all payments are due within the time limits set out in accordance with the provisions of the Standard Agreement. The Distributor shall also make available for inspection by the District Council all statements delivered to the Producer or to Government funding agencies or financiers regarding gross revenues. Any payments received after the due date shall be subject to interest at the rate of interest set out in the Standard Agreement, and shall be payable in addition to all amounts payable under article DR18.02 of the Directors' Schedule.
5. The Distributor acknowledges its obligation that while it is holding Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement, prior to their disbursement, such monies are deemed to be held in trust for the Guild Members until disbursement to the District Council. In the enforcement of this article, the District Council, subject to its rights as a creditor, shall agree to not hold any employee of a Producer (or Distributor) liable for negligence, provided the said employee acts in a bona fide fashion.

S C H E D U L E 1 3
D I S T R I B U T I O N A S S U M P T I O N A G R E E M E N T
(S E E A R T I C L E 1 4 . 1 3)

6. As the Producer has executed a security Agreement and financing statement in favour of the District Council, the Producer acknowledges and agrees that its right to exploit the Production are subject and subordinate to the District Council's interest. The District Council agrees that so long as all the continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production, are remitted in a timely manner, it will not exercise any rights under its security agreement which would in any way interfere with the Purchaser's rights in respect of the Production.
7. The Distributor will only be relieved of its obligations to the District Council upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the District Council.
8. The District Council hereby relieves the Producer of its obligations under the Standard Agreement with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of the Agreement and the relevant articles of the Standard Agreement shall be submitted to final and binding arbitration under article 10.

Dated this ____ day of _____, 20__

Distributor

Per: _____

(print name / title)

Directors Guild of Canada, _____ District Council

Per: _____

(print name / title)

Producer

Per: _____

(print name / title)

SCHEDULE 14
PURCHASER'S ASSUMPTION AGREEMENT

(See article 14.12(a))

Whereas _____, ("Purchaser") has

acquired from _____ ("Producer")

the Production entitled _____ ("Production");

And whereas the Production was produced pursuant to the 2010 - 2012 DGC/CMPA Standard Agreement, between the Canadian Media Production Association (CMPA) and the Directors Guild of Canada _____ District Council (the "District Council");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Standard Agreement to be paid by the Producer to or for the Guild Members in respect of the Production.
2. As the Producer has executed a security Agreement and financing statement in favour of the District Council, the Producer acknowledges and agrees that its right to exploit the Production are subject and subordinate to the District Council's interest. The District Council agrees that so long as all the continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production, are remitted in a timely manner, it will not exercise any rights under its security agreement which 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 the District Council 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 the District Council.
4. The District Council hereby relieves the Producer of its obligations under the Standard Agreement with respect to the Production.

Dated this _____ day of _____, 20____

Purchaser:

Per: _____

_____ (print name / title)

Directors Guild of Canada, _____ District Council:

Per: _____

_____ (print name / title)

Producer:

Per: _____

_____ (print name / title)

SCHEDULE 15
ALTERNATE LETTER REGARDING PRODUCTION
OBLIGATIONS AND DISTRIBUTION RIGHTS

The Producer/Distributor shall sign the following letter agreement on its own letterhead and forward it to the local District Council office for signature.

This Guarantee Letter may only be completed pursuant to 14.09(h) and 14.10(d).

Letter dated this _____ day of _____.

Re: _____

(Identify Picture and Producers)

Attention: Directors Guild of Canada, _____ District Council ("**District Council**")

1. The undersigned entity, _____ specifies that it is an Approved Distributor/Guarantor ("Guarantor") which is up to date in its reporting obligations to the District Council and other payments to Guild Members. _____ is the "Producer" of _____, the "Picture".

[insert Picture title]

2. The undersigned Guarantor understands that the Producer has executed a Bargaining Authorization and Voluntary Recognition Agreement pursuant to the Standard Agreement and is required, pursuant to the terms and conditions of the Standard Agreement, to make payments with respect to the Picture which include but are not limited to, Director rights acquisition fees, insurance and retirement plan contributions and deductions and District Council Remittances.
3. The undersigned Guarantor guarantees the payment of all the Producer's monetary obligations with respect to the production of the Picture that are now due or may become due to any Guild Member, or the District Council pursuant to the Standard Agreement. This guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to article 14.08 or 14.09 of the Standard Agreement and is a continuing guarantee binding upon the Guarantor and its successors and assigns, and inuring to the benefit of, and enforceable by, the District Council.
4. The undersigned Guarantor owns the following distribution rights of the Picture:
[If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media and term.] (e.g. North American - Theatrical -10 years)]

5. In addition to the monetary obligations with respect to the production of the Picture discussed in Paragraph 3 above, the undersigned Guarantor guarantees the payment of any Director rights acquisition fees which may become payable with respect to the Distribution rights enumerated in Paragraph 4 above pursuant to the Standard Agreement. This guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to article 14.08 or 14.09 of the Standard Agreement with respect to the distribution rights enumerated in Paragraph 4. This guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of; and enforceable by District Council, subject only to satisfaction of the requirements of Paragraph 7 below.
6. The right of Guarantor to distribute, exhibit or exploit the Picture in the territory, media and term described in Paragraph 4 above shall be subject to and conditional upon the prompt payment of Director rights acquisition fees due in accordance with the Standard Agreement. It is expressly understood that so long as such payments are made, neither the District Council, nor any Guild member, shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit or exploit the Picture in the territory, media and term described its Paragraph 4 above. In consideration of the Guarantor executing this guarantee, the District Council shall execute any and all documents necessary to discharge and terminate any and all security interest or encumbrances of any kind in the picture that they hold or control jointly or severally which was previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this guarantee.
7. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 4 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of article 14.09 of the Standard Agreement with respect to those transferred distribution rights, or execute a Letter of Guarantee that is acceptable to the District Council, the Guarantor and such third party. The District Council will not unreasonably withhold acceptance of such Letter of Guarantee however, the third party must also satisfy the conditions in article 14.10 of the Standard Agreement. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights which are transferred.
8. Guarantor agrees, with respect to Director rights acquisition fees only, that for purposes of verifying the propriety of payments made pursuant to the Standard Agreement, the District Council, subject to a confidentiality agreement mutually agreed upon by the Guarantor and the District Council, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts and any other documents reasonably necessary to confirm entitlement to, and to calculate the payment of Director rights acquisition fees.

SCHEDULE 15
ALTERNATE LETTER REGARDING PRODUCTION
OBLIGATIONS AND DISTRIBUTION RIGHTS

9. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the Standard Agreement.
10. The Guarantor shall have thirty (30) days from the date notice is served to cure any default. Any demands against Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph and shall be transmitted by: (a) personal delivery; or (b) registered mail, postage prepaid, return receipt requested; or (c) telecopy with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

Guarantor: _____

(Signature)

Address: _____

Attention: _____

Fax: _____

Signed By: _____

(Print name and title)

Directors Guild of Canada, _____ District Council By: _____

Its: _____

(Please type in name and title)

SCHEDULE 16 DOCUMENTARIES

With respect to each Guild Member (including but not limited to a Director) who is engaged to work in a Guild category on a Documentary, the Producer must engage such Guild Member subject to the terms of this Agreement, except as is provided herein.

There shall be no minimum rate applicable to the services provided by the Guild Member and the rate of remuneration shall be subject to negotiation between the Guild Member and the Producer.

Regardless of the Budget of the Production, the fringe package applicable to that Guild Member is the applicable package for tier E.

Subject to the terms herein, the "monetary" provisions of the Agreement shall not be applicable to the Guild Member and the "non-monetary" provisions shall be applicable. For greater clarity, any and all monetary terms, including but not limited to a Director rights acquisition fee are negotiable between the Guild Member and the Producer.

For greater clarity, the "reservation of rights" provisions article DR24.00 and the "ISAN" provisions article DR23.00 are applicable to the Director of a Documentary.

Nothing in this letter nor in the Agreement shall prevent the Producer from engaging a non-Guild Member to perform any duties in relation to a Documentary.