

**Alternate Guarantee Letter for the ACTRA Performers' Rights Society
Regarding Distribution Rights**

The Distributor shall sign the following security for payment Letter Agreement on its own letterhead and forward it to the local ACTRA office for signature by the Branch and the ACTRA Performers' Rights Society. This letter will be made available at the sole discretion of ACTRA and the ACTRA Performers' Rights Society.

This Guarantee Letter may only be completed by an "Approved Production Guarantor" as defined under Section A518a or an "Approved Distribution Guarantor" as defined under Section A518b of the 2007-2009 Independent Production Agreement.

Letter dated this ____ day of _____, _____.

Re: _____
(Identify Picture and Producers)

Attention: ACTRA and the ACTRA Performers' Rights Society (collectively "ACTRA")

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

2. The undersigned Guarantor understands that the Producer has executed a Voluntary Recognition Agreement pursuant to the 2007-2009 Independent Production Agreement ("IPA") and is required, pursuant to the terms and conditions of the IPA, to make payments with respect to the Picture which include, but are not limited to, Use Fees.

3. 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. (ex. North American - Theatrical - 10 Years)]

4. The undersigned Guarantor guarantees the payment of any Use Fees and/or residuals which may become payable with respect to distribution rights enumerated in Paragraph 3. above pursuant to Sections B of the IPA. This guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to A517 of the IPA with respect to the distribution rights enumerated in Paragraph 3. This guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of, and enforceable by, ACTRA subject only to satisfaction of the requirements of Paragraph 6. below.
5. The right of the Guarantor to distribute, exhibit or exploit the Picture in the territory, media and term described in Paragraph 3. above shall be subject to and conditioned upon the prompt payment of Use Fees due in accordance with the IPA. It is expressly understood that so long as such payments are made, neither ACTRA, nor its members, nor the ACTRA Fraternal Benefit Society, 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 in Paragraph 3. above. In consideration of the Guarantor executing this guarantee, ACTRA 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.
6. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 3. 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 execute a Letter of Guarantee that is acceptable to ACTRA, the Guarantor and such third party. ACTRA will not unreasonably withhold acceptance of such Letter of Guarantee however, the third party must also satisfy the conditions in Section A518b of the IPA. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights which are transferred.
7. Guarantor agrees, with respect to Use Fees and/or residual payments only, that for purposes of verifying the propriety of payments made pursuant to Section B of the IPA, ACTRA, subject to a confidentiality agreement mutually agreed upon by the

Guarantor and ACTRA, 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 calculate payment of Use Fees and/or residual payments.

8. 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 IPA.
9. 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; (b) register 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:	_____	ACTRA Branch:	_____
Address:	_____ _____ _____	Signed by:	_____
		Type Name and Title:	_____
Attention:	_____		ACTRA Performers' Rights Society
Telecopier:	_____		625 Church St., Suite 300 Toronto, ON M4Y 2G1
Signed by:	_____	Signed by:	_____
	_____ (Please type in name and title)		_____ (Please type in name and title)