

"ARETHA FRANKLIN CONCERT FOOTAGE (1972)"  
a/k/a AMAZING GRACE

**DGA BUYER'S ASSUMPTION AGREEMENT**

For valuable consideration, the undersigned

AMAZING GRACE FILM LLC

(hereinafter referred to as "Buyer") hereby agrees with WARNER BROS. PICTURES, a division of WB Studio Enterprises Inc. ("Employer") that "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" a/k/a AMAZING GRACE ("the Picture") is subject to the Directors Guild of America Basic Agreement of 2014 and particularly to the provisions of Articles 18 and 19 and Sideletter No. 15 thereof:

(1) Article 18 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by said Article are released in Supplemental Markets; and

(2) Article 19 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by said Article are released to free television.

(3) Sideletter No. 15 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by such Sideletter are released in New Media.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

**Territory:**

Domestic (the U.S. and Canada, and their respective possessions and territories)

Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

Other (please describe):

**Media:**

All

Home Video

Pay Television

\_\_\_\_\_ Free Television

\_\_\_\_\_ New Media

\_\_\_\_\_ Other (please describe):

\_\_\_\_\_ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of the Directors Guild of America, hereinafter called "the DGA" or "the Guild," as representative of the Employees who rendered services on the Picture, and for the benefit of the Pension Plan, when the Picture is telecast on free television or exhibited in Supplemental Markets or New Media (as applicable), to assume and be bound by Employer's obligation thereunder to make the additional payments required thereby, if any, with respect to the territories and media referred to above, as provided in the applicable Article(s) and/or Sideletter referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Employer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television or in Supplemental Markets or New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories and media referred to above in accordance with said applicable Article(s). It is agreed that the Guild, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Employer has executed a security agreement and financing statement in the Guild's favor in the Picture and related collateral as defined in the DGA-Producer Security Agreement ("DGA Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the DGA Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC-1, and other UCC documentation and any other document required under the Basic Agreement or necessary or desirable in the Guild's discretion to continue the DGA Security Interest. The Guild agrees that so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Article(s) and/or Sideletter, that the Guild will not exercise any rights under the DGA Security Interest which would in any way interfere

with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

The Guild further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by the Guild's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to the Guild a written report showing the "Employer's gross" during the preceding quarter from the distribution of the Picture by Buyer on free television or in Supplemental Markets or New Media (as applicable) with respect to which Buyer is required to make payments hereunder (whether distributed by Buyer or through another distributor).

Buyer shall also make available for inspection by the Guild all distributor's statements delivered to Buyer insofar as they relate to such "Employer's gross." The Guild shall have the right at reasonable times to examine the books and records of Buyer as to such "Employer's gross" pertaining to such distribution on free television or in Supplemental Markets or New Media (as applicable) of the Picture. If Buyer shall fail to make such payments required under Articles 18 and 19 as and when due and payable, interest shall accrue at the rate of one percent (1%) per month on the unpaid balance thereof commencing to accrue from the date payment is due.

In the event of any sale, assignment or transfer of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals, with respect to the territories, media and term referred to above, unless Buyer obtains an executed Buyer's Assumption Agreement and other documents required by the Guild from such purchaser, assignee or transferee and the Guild approves in writing the financial responsibility of the party obtaining such rights. The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. Nothing herein shall release the Employer of its obligations under any other agreement between Employer and the Guild relating to the Picture, unless the Employer has been relieved of liability as elsewhere provided in Article 22.

If the Guild does not approve in writing the financial responsibility of the party obtaining such rights, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer.

Buyer and the Guild hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than the Guild's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic

Agreement. Notwithstanding the foregoing, Buyer agrees and acknowledges that the Guild is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

THIS BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. The Guild and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, the Guild, at its option, may bring a legal action or proceeding outside California under the following circumstances: (i) if Buyer has no principal place of business in California; or (ii) whether or not Buyer has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement).

Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law.

DATE 12.18.18

BUYER: AMAZING GRACE FILM LLC

ADDRESS 1633 N STANLEY AVE, LOS ANGELES, CA 90046

BY  ALAN ELLIOTT

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL

---