

DEED OF BANK GUARANTY

The company ARD Degeto Film GmbH

domiciled in Bertramstraße 8
60320 Frankfurt am Main
Germany

- hereinafter referred to as "Degeto" -

acting as commission agent ("Kommissionär") in its own name on account of the following 9 regional broadcasting stations:

BAYERISCHER RUNDFUNK
HESSISCHER RUNDFUNK
MITTELDEUTSCHER RUNDFUNK
NORDDEUTSCHER RUNDFUNK
RADIO BREMEN
RUNDFUNK BERLIN-BRANDENBURG
SAARLÄNDISCHER RUNDFUNK
SÜDWESTRUNDFUNK
WESTDEUTSCHER RUNDFUNK

and

the company _____

domiciled in _____
- hereinafter referred to as „Contracting Partner“ -

concluded an agreement dated _____

concerning the *production of a film/series/ co-production of a film/series/feature film* entitled
_____.

The total production costs amount _____ Euro gross (= net plus value added tax at the determined statutory rate).

According to the terms and conditions of said agreement, Contracting Partner is obliged to submit to Degeto a directly enforceable bank guaranty of a **German and/or European** major bank which secures Degeto's prepayments.

Given that

(name and address of the bank)

hereby grants the directly enforceable bank guaranty for the Contracting Partner and hereby obligates itself to pay as a security for Degeto's prepaid fees up to a total amount of

Euro _____ gross (net plus value added tax at the determined statutory rate)

(in words:) _____

on first written demand by Degeto.

The objection of voidability and set-off as well as the benefit of discussions according to §§ 770, 771 BGB (German Civil Code) are waived.

The obligation under this bank guaranty covers only monetary payments. Delivery and performance obligations are excluded.

The bank guaranty is unlimited in time. According to the above mentioned ***production/co-production*** agreement dated _____ the deed of bank guaranty shall be relieved or returned after acceptance of the rough cut of the contractual material and upon submission of the Appendix "Statement Note Production" and upon presentation of a confirmation that all RAW data are kept in custody in the name of Degeto and upon presentation of the contracts referred to in Article 5 paragraph 2.

The bank guaranty expires with the return of the deed of bank guaranty.

In the event of a change of Contracting Partner's owner or in the event of a change of Contracting Partner's legal form the bank guaranty shall persist.

The place of jurisdiction shall be Frankfurt am Main.

_____, dated _____
