

EXHIBIT A

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of March 2, 1998 between HALLMARK ENTERTAINMENT DISTRIBUTION COMPANY, a Delaware corporation ("Buyer"), and CABIN FEVER ENTERTAINMENT INC., a Delaware corporation ("CFE"), and the affiliates of CFE listed on Schedule 1 hereto (CFE and such affiliates are hereinafter referred to collectively as the "Company").

RECITALS

A. The Company is engaged in the business of home video and non-theatrical distribution of audio-visual works and related distribution of soundtrack recordings and merchandise licensing (the "Business").

B. Buyer desires to acquire from the Company certain assets of the Business and to assume certain liabilities and contractual obligations of the Business, and the Company desires to sell or assign such assets and to assign such liabilities, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, for other good and valuable consideration, the parties agree as follows:

ARTICLE I

ASSET PURCHASE

1.1 Acquisition of Assets.

(a) On the terms and subject to the conditions of this Agreement, the Company agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from the Company, all right, title, and interest in and to the following assets of the Company (the "Acquired Assets"):

(i) any and all rights of any kind or nature anywhere in the world, including but not limited to home video, non-theatrical, soundtrack and merchandising rights, licensed by RHI to the Company pursuant to agreements in effect on the date of this Agreement (the "License Agreements") including without limitation any copyright interest of the Company in original co-productions between the Company and RHI;

(ii) any and all home video, non-theatrical, merchandising, or soundtrack rights anywhere in the world which the Company owns, or currently has under license from unaffiliated third parties ("Additional Rights");

(iii) all the Company's rights of any kind or nature anywhere in the world in and to productions originally produced by or for the Company;

(iv) any and all rights of any kind or nature anywhere in the world in and to productions to which the Company wholly owns the copyright, and the Company's interest in such rights if the Company co-owns such copyright (such owned or co-owned productions, collectively, the "Owned Productions"); a complete and correct list of Owned Productions is attached as Schedule 1.1(a)(iv) hereto;

(v) unrecouped advances to third party licensors, and unrecouped production costs for original productions produced by the Company to the extent chargeable against royalties, in each case to the parties and in the amounts set forth on Schedule 1.1(a)(v) hereto (the "Unrecouped Advances");

(vi) all of the Company's right, title and interest in and to any and all existing artwork and pre-print materials used to create advertisements and/or packaging for videos, soundtracks or other items used in connection with the Acquired Assets (the "Artwork");

(vii) all negatives, masters and other pre-print elements (the "Masters") to all items for which copyright is owned by the Company, and all rights of access to such elements for all items licensed to the Company;

(viii) all copyrights owned by or in the name of the Company in connection with the Business, all exclusive rights under such copyrights owned by or licensed to the Company and all causes of action for any infringement thereof and proceeds therefrom;

(ix) to the extent held by the Company, all security interests in the Business properties licensed to the Company, and in all Business contract rights; and

(x) all books and records relating to the Acquired Assets, including without limitation books, records, and data bases required to render accountings referred to in Section 1.2(a) on current and cumulative bases (the "Records"), to the extent such Records are in the possession of or under the control of the Company.

(b) Buyer shall not purchase or acquire any Excluded Assets. Any and all assets of the Company other than those specifically identified in Section 1.1 (a) above shall be "Excluded Assets". Without limiting the foregoing, the following shall be Excluded Assets:

(i) all accounts receivable of the Business; and

(ii) notwithstanding anything to the contrary in Section 1.1(a) above, all rights in and to the master recordings and related music and promotional videos listed and described on Schedule 1.1(b)(ii) hereto;

1.2 Assumption of Liabilities and Obligations.

(a) Buyer hereby assumes and agrees to pay, perform and discharge the following liabilities and obligations of the Company (such liabilities and obligations being referred to herein as the "Assumed Liabilities"):

(i) the Company's obligations to account and pay royalties or other similar amounts to unaffiliated third parties, including union or guild residuals for which the Company is obligated, and contingent payments and fees to licensors and profit participants, in each case to the extent such obligations accrue on or after the Closing Date and are consistent with the Company's representations, warranties and agreements in this Agreement;

(ii) executory obligations of the Company which accrue on or after March 2, 1998 to pay advances or minimum guarantees described on Schedule 1.4(c) hereto to third party licensors under the agreements which are Acquired Assets (the "Capital Commitments");

(iii) obligations of the Company accruing after the Closing Date under licenses by the Company as licensor of rights to the Acquired Assets as set forth on Schedule 1.2(a)(iii) attached hereto;

(iv) obligations of the Company to customers of the Company in connection with all Future Returns (as hereinafter defined); and

(v) non-financial obligations to third parties under any agreements pursuant to which the Company has acquired any of the Acquired Assets.

(b) Buyer shall not assume or be obligated for any Excluded Liabilities. Any and all liabilities of the Company in connection with the Business accruing prior to the Closing Date of any kind or nature other than those specifically set forth in Section 1.2(a) above shall be "Excluded Liabilities". Without limiting the foregoing, the following shall be Excluded Liabilities:

(i) any and all accounts payable of the Business other than those accounts payable specifically assumed by Buyer pursuant to Section 1.2(a) hereto;

(ii) any and all obligations with respect to employees of the Business;

(iii) any and all obligations with respect to leasehold interests and personal property leases;

(iv) any and all obligations to customers of the Company in connection with units returned prior to January 23, 1998 ("Prior Returns"), it being understood that the Company shall reimburse Buyer for all charges against Buyer or Buyer's receivables as a result of such Prior Returns; and

(v) any and all claims of any kind or nature with respect to causes of action accruing prior to March 2, 1998. It is understood that accountings to third parties, and obligations in connection therewith, accrue on the date such accounting is due under applicable agreements.

1.3 Purchase Price. In consideration of the purchase and sale of the Acquired Assets, Buyer hereby agrees to pay for the Acquired Assets the amount of fifteen million dollars (\$15,000,000) (the "Purchase Price"), subject to adjustment as provided in Section 1.4(c) below, and to assume the Assumed Liabilities. The Purchase Price shall be payable as follows:

(a) Fourteen million two hundred fifty thousand dollars (\$14,250,000) shall be paid on the Closing Date by wire transfer to the bank (the "Bank") identified by name and account number on Schedule 1.3(a) attached hereto and incorporated by reference herein;

(b) Three hundred seventy-five thousand dollars (\$375,000) shall be paid by wire transfer to the Bank on receipt of the Masters in accordance with Section 5.2(b)(i) below;

(c) Three hundred seventy-five thousand dollars (\$375,000) shall be paid by wire transfer to the Bank on receipt of the balance of the Deliverables in accordance with Paragraph 5.2(b)(~~v~~) below.

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1.4 Adjustments.

(a) The Company makes no representation or warranty to Buyer that the amounts of the Unrecouped Advances as set forth on Schedule 1.1(a)(v) hereto are exact or not subject to adjustment. Notwithstanding the foregoing, if any audit undertaken by any third party licensors with respect to royalty accounting periods ending prior to the Closing Date results in a claim for payment of royalties for such periods which exceed the amount of the Unrecouped Advances of such licensors set forth on Schedule 1.1(a)(v), the Company shall be responsible for, and shall reimburse Buyer in full for, the excess of such royalty payments over such Unrecouped Advances; provided, however, that Buyer shall not make any payments with respect to any such claim for royalties without the Company's consent; provided, further, if any suit, action or proceeding is undertaken by any such third party licensor for the collection of such royalties, Buyer shall tender such action to the Company, and the Company shall defend such action with counsel reasonably acceptable to Buyer. Provided the Company assumes such defense with such counsel, the Buyer shall not acknowledge any contractual interpretations made by the claimant, and the Buyer will not settle with the claimant, without the prior written consent of the Company.

(b) Immediately following the Closing, the parties will issue a joint notice to all customers of the Company substantially in the form of the notice attached as Schedule 1.4(b) hereto stating that from the Closing Date forward, all units to be returned must be returned to Buyer (all such returns and returns from January 23, 1998 through the Closing Date, collectively, the "Future Returns"). Buyer agrees to accept the Future Returns. Buyer and the Company agree that, as between them, customers shall look solely to Buyer for reimbursement or credit with respect to Future Returns. If the Company receives any Future Returns, the Company shall forward such Future Returns to the Buyer for handling and credit by Buyer. All decisions with respect to credits in connection with Future Returns shall be made by the Buyer in its sole discretion, without limiting Buyer's indemnification obligations pursuant to Section 7.3.

(c) A list of the remaining Capital Commitments of the Company as of March 2, 1998 is included on Schedule 1.4(c) hereto. The Company represents that as of November 30, 1997, the Capital Commitments of the Company were, as reflected on Schedule 1.4(c) attached hereto and incorporated by reference herein. At the Closing, the Buyer shall pay to the Company by wire transfer the amounts paid by the Company during January and February, 1998 as reflected on Schedule 1.4(c) (an aggregate amount of \$ 375,348). The amount paid by the Buyer to the Company pursuant to this Section 1.4(c) shall be deemed an addition to the Purchase Price.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer as follows:

2.1 Organization of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the corporate power to own, lease and operate its properties and to carry on its business in the manner and in the localities where such properties are now owned, leased or operated and the Business is now being conducted. The Company is duly qualified to do business and in good standing as a foreign corporation in each other jurisdiction in which the failure to be so qualified would have a material adverse effect on the Business (hereinafter referred to as a "Material Adverse Effect").

2.2 Subsidiaries. CFE and the affiliates of CFE listed on Schedule 1 are all of the companies engaged in the Business and all of the entities which own the Acquired Assets.

2.3 Authority.

(a) The Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been

duly executed and delivered by the Company and constitutes the valid and binding obligations of the Company enforceable in accordance with its terms except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

(b) Except as set forth on Schedule 2.3, the execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby does not and will not conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit or creation of any security interest under (i) any provision of the Articles of Incorporation or By-laws of the Company or (ii) any contract, agreement, instrument, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or the Acquired Assets. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission ("Governmental Entity") or any third party is required by or with respect to the Company in connection with the execution and delivery of this Agreement, the sale and transfer of the Acquired Assets or the assumption of the Assumed Liabilities or the consummation of the transactions contemplated hereby except for the filing required pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and the expiration or earlier termination of the waiting period thereunder.

2.4 Agreements, Contracts and Commitments. Except as set forth on Schedule 2.4, the Company has the right to assign the License Agreements, the Additional Rights and the balance of the Acquired Assets to Buyer, and the Company is not a party to and the Company is not bound by any agreement, contract or other commitment which in any way would prevent the Company from performing its obligations hereunder. There are no licenses or sub-licenses by the Company on any of the Acquired Assets except as set forth on Schedule 1.2(a)(iii). The Company owns, in whole or in part (as indicated on Schedule 1.1(a)(iv), the copyrights in the Owned Productions.

2.5 Litigation. Except as set forth on Schedule 2.5, there is no claim, dispute, action, suit or proceeding of any nature pending or, to the Company's knowledge, threatened against the Company or the Acquired Assets, and the Company is not aware of any basis for a valid claim. There is no investigation pending or, to the Company's knowledge, threatened against or affecting the Company or the Acquired Assets by or before any Governmental Entity, and the Company is not aware of any basis for any such investigation.

2.6 Representations Complete. None of the representations or warranties made by the Company, nor any statement made in any Schedule or certificate furnished by the Company pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading. Notwithstanding anything to the contrary herein,

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the Company is making no representations or warranties about any of the rights under the License Agreements except that there are no sub-licenses or similar encumbrances except as set forth on Schedule 2.4.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company as follows:

3.1 Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Buyer has the corporate power to own its properties and to carry on its business as now being conducted.

3.2 Authority. Buyer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligations of Buyer, enforceable in accordance with its terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. No consent, waiver, approval, order, or authorization of, or registration, declaration or filing with, any Governmental Entity or third party is required by or with respect to Buyer in connection with the execution and delivery of this Agreement, the purchase of the Acquired Assets or consummation of the transactions contemplated hereby, except for (i) the filing required pursuant to the HSR Act and the expiration or earlier termination of the waiting period thereunder and (ii) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings, which if not obtained, would not have a material adverse affect on the business, assets, financial condition or results of operations of Buyer taken as a whole.

3.3 Litigation. As of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation pending, or to the knowledge of Buyer, threatened against Buyer which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay the consummation of the transactions contemplated by this Agreement.

3.4 Representations Complete. None of the representations or warranties made by the Buyer, nor any statement made in any Schedule or certificate furnished by the Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

ARTICLE IV

ADDITIONAL AGREEMENTS OF THE COMPANY AND BUYER

4.1 Public Disclosure. At a mutually agreed upon time Buyer and the Company will issue a mutually agreed joint press release with respect to this Agreement and the transactions contemplated hereby. Except as set forth in the preceding sentence, through the Closing Date neither party shall make any public disclosure (whether or not in response to an inquiry) of the subject matter of this Agreement unless approved by the other party prior to release, provided that such approval shall not be unreasonably withheld.

4.2 Additional Documents and Further Assurances. Each party hereto, at the request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or reasonably required for effecting completely the consummation of this Agreement and the transactions contemplated hereby. Without limiting the foregoing, the Company shall execute and deliver from time to time hereafter as requested by Buyer such deeds, bills of sale, assignments and other instruments of conveyance and transfer as may be reasonably necessary or desirable to vest in Buyer title to the Acquired Assets.

4.3 Payment of Excluded Liabilities. The Company agrees with the Buyer that it will pay and discharge as they become due all of its obligations and liabilities of every kind and nature, known or unknown, accrued and unaccrued, fixed or contingent, existing as of the Closing Date or which arise after the Closing Date but which relate to occurrences prior to the Closing Date and which arise out of the conduct of the Business prior to the Closing Date, excepting only the Assumed Liabilities.

4.4 Books and Records. The Company covenants and agrees that, subsequent to the Closing, the Company shall afford to Buyer and its authorized representatives reasonable access to all of the books and records of the Business, including but not limited to, financial statements, ledgers and work papers, and shall permit Buyer to make extracts and copies therefrom to enable Buyer to prepare tax returns and financial statements; provided, however, that such access shall not include access to confidential information of third parties as to which the Company is under a continuing obligation of non-disclosure. The Company agrees that for a period of five (5) years following the Closing none of such books and records shall be destroyed without the prior written approval of Buyer.

4.5 Waiver of Bulk Sales Compliance. The parties hereby agree to waive compliance with any bulk transfer laws pursuant to Article 6 of the Uniform Commercial Code or otherwise with respect to the transactions contemplated by this Agreement.

4.6 Sales or Use Taxes. Any and all sales or use taxes assessed in connection with the transactions contemplated by this Agreement shall be paid by the Company.

4.7 Payment of Taxes.

(a) Definition of Taxes. For the purposes of this Agreement, "Tax" or, collectively, "Taxes", means any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity.

(b) The Company covenants and agrees with Buyer that, with respect to all periods ending on or prior to the Closing Date, to the extent that it has failed, or fails, to file all required federal, state, local and foreign returns, estimates, information statements and reports ("Returns") relating to any and all Taxes concerning the Company or its operations or otherwise incurred liabilities for unpaid Taxes which results in any liens, pledges, charges, claims, restrictions on transfer, mortgages, security interests or other encumbrances of any sort on the Acquired Assets, then, in each such instance, the Company shall indemnify Buyer in accordance with Section 7.2 hereof.

4.8 Compliance. Buyer agrees to discharge all Assumed Liabilities as they accrue, subject to Buyer's rights at law or in equity.

4.9 Third Party Accountings. Within sixty (60) days after the Closing, the Company shall prepare all third party accountings (including without limitation to unions and guilds) which are due to each such third party in connection with the Business for the periods from the end of the last accounting statement through the Closing Date. The Company shall deliver such accountings to the Buyer, along with any amounts due to such third parties, and the amounts payable to such third parties as shown due on such statements and as paid by the Company to the Buyer with such accountings shall be deemed an Assumed Liability; the Buyer shall include the information in the accountings from the Company as part of the next accounting due to each third party. Nothing in this Section 4.9 releases the Company from its obligations pursuant to Section 1.4(a) to the extent a third party challenges the information contained in the accountings from the Company to the Buyer, as correctly incorporated in accountings from the Buyer to such third parties.

4.10 Inventory. Promptly following the Closing Date, the Company shall deliver to Buyer a list of the inventory (the "Inventory") as of the Closing Date of all copies of audiovisual and sound recordings and items of merchandise constituting part of the Acquired Assets, and the locations of such copies and items. Within three (3) business days after receipt of such list the Buyer shall notify the Company of which such copies and items the Buyer wishes to have delivered and the locations

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to which such copies and items are to be delivered. The Company shall deliver, at the Buyer's expense, the copies and items set forth in the Buyer's notice, to the location(s) set forth in such notice. The Buyer shall have five (5) business days from receipt of such copies and items to confirm that all of such copies and items have been received (it being understood that the Company is not making any representation or warranty about the condition of such copies or items); if there are any copies or items in the Inventory which are not covered by the Buyer's notice, the Company shall promptly destroy such remaining copies and items and send the Buyer a certificate of destruction, confirming such destruction.

ARTICLE V

THE CLOSING

5.1 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Frankfurt, Garbus, Klein & Selz, P.C., 488 Madison Avenue, New York, New York 10022 on March 4, 1998 (the "Closing Date"). This Agreement shall be effective upon signing and payment of the amount payable under Section 5.3(a)(i).

5.2 Deliveries by the Company.

(a) At the Closing, in addition to the items set forth in Article VI required to be delivered by the Company, the Company shall deliver or cause to be delivered to Buyer all other documents, certificates, instruments or writings required by Buyer to be delivered by the Company at Closing as set forth on Schedule 5.2(a)(ii).

(b) In addition, the Company shall deliver or cause to be delivered to Buyer the following (such items being hereinafter referred to as the "Deliverables") promptly following the Closing Date:

(i) A list of all Masters and the location(s) at which the Masters are stored. Within one(1) business day after receipt of such list, the Buyer shall notify the Company of the location to which the Masters are to be delivered. The Company shall deliver the Masters, at its expense, to the locations set forth in the Buyer's notice. The Buyer shall have five (5) business days from receipt of the Masters to confirm that all of the Masters have been received (it being understood that the Company is not making any representation or warranty about the condition of the Masters). At the end of such five (5) business day period, unless the Buyer has notified the Company within such five (5) business day period that the Buyer believes some of the Masters on the Company's list have not been delivered, the Buyer shall pay to the Company, by wire to the Bank, the three hundred seventy-five thousand dollars (\$375,000) of the Purchase Price referred to in Section 1.3(b);

(ii) The Records, and machine readable copy of all databases and all information and a copy of all other books and records used by the Company to prepare accountings to third parties in connection with the exercise of the Acquired Assets (the "Database Information"), to the extent such Database Information is in the possession or under the control of the Company; the Company shall also deliver to the Buyer short-form assignments of copyrights which the Company owns or co-owns, and of exclusive licenses to the Company, including US Copyright Office registration information to the extent any of the foregoing have been registered with the US Copyright Office. The Buyer shall have the right to retain a copy of items to be delivered pursuant to this Section 5.2(b)(ii). The Company shall notify the Buyer when the items to be delivered pursuant to this Section 5.2(b)(ii) have been sent, and the Buyer shall have five (5) business days after receipt thereof to confirm receipt by the Buyer;

(iii) A list of the original transparencies and key artwork for the Artwork, and vendors supplying Artwork to the Company, and letters to each of such vendors authorizing the Buyer to have access to and to move any of the Artwork stored with such vendors. Within five (5) business days after receipt of such list and letters, the Buyer will confirm receipt of such list and letters;

(iv) At the end of the five (5) business day periods in Section 5.2(b)(ii) and (iii), unless the Buyer has notified the Company within such five (5) business day periods that the Buyer believes some of the items to be delivered pursuant to such Sections have not been delivered, the Buyer shall pay to the Company, by wire to the Bank, the three hundred seventy-five thousand dollars (\$375,000) of the Purchase Price referred to in Section 1.3(c).

5.3 Deliveries by Buyer.

(a) At the Closing, in addition to the items set forth in Article VI required to be delivered by Buyer, Buyer shall deliver to the Company the following:

(i) the wire transfer pursuant to Section 1.3(a);

(ii) such instruments as shall be sufficient (with the guild assumption agreements referred to in Section 5.3(b)) to effect Buyer's assumption of the Assumed Liabilities; and

(iii) all other documents, certificates, instruments or writings required to be delivered by Buyer at Closing as set forth on Schedule 5.2(a)(ii).

(b) Promptly following the Closing, and an opportunity for the Buyer to review the Records, Buyer shall deliver to the Company union or guild buyer assumption agreements assuming the Company's residual obligations accruing from and after the Closing Date.

ARTICLE VI

CONDITIONS TO THE CLOSING

6.1 Conditions to Obligations of Each Party to Effect the Acquisition. The respective obligations of each party to this Agreement to fulfill their obligations under this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect, nor shall any proceeding brought by an administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, seeking any of the foregoing be pending; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Acquisition, which makes the consummation of the Acquisition illegal.

(b) Litigation. Prior to the Closing Date, there shall be no *bona fide* action, suit, claim or proceeding of any nature pending, or overtly threatened, against Buyer, the Company or their respective properties or any of their officers or directors, arising out of, or in any way connected with, the transactions contemplated by the terms of this Agreement;

(c) Releases. The parties shall have executed and delivered (i) a mutual release in the form of Schedule 6.1(d) attached hereto (the "Release") releasing all of the parties' obligations to each other under the License Agreements (except (a) written representations and warranties of RHI Entertainment, Inc. ("RHI") to the Company, and indemnification obligations in connection therewith, in the sections of the License Agreements designated as such, and (b) otherwise as specifically set forth in the Release and (ii) documents terminating that certain action filed against RHI, Hallmark Cards, Incorporated and Hallmark Entertainment, Inc. in the Supreme Court of the State of New York, County of New York (Index No. 97/603964) on July 31, 1997 with prejudice as to all claims and counterclaims.

6.2 Additional Conditions to the Obligations of the Company. The obligations of the Company to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by the Company:

(a) Representations, Warranties and Covenants. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, and Buyer shall have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by it as of the Closing Date.

(b) Certificate of the Buyer. The Company shall have been provided with a certificate executed on behalf of Buyer by an authorized officer to the effect that, as of the Closing Date:

(i) all representations and warranties made by Buyer in this Agreement are true and correct in all material respects; and

(ii) all covenants and obligations of this Agreement to be performed by Buyer on or before such date have been so performed in all material respects;

(c) Claims. There shall not have occurred any claims (whether or not asserted in litigation) which may materially and adversely affect the consummation of the transactions

contemplated hereby or the business, assets (including intangible assets), financial condition or results of operations of Buyer.

(d) HEI Guarantee. The Buyer shall have delivered to the Company a guarantee by Hallmark Entertainment, Inc., a Delaware corporation and sole shareholder of the Buyer, in the form attached as Schedule 6.2(d) hereto, guaranteeing the full and timely performance by the Buyer of its obligations under this Agreement (the "HEI Guarantee").

6.3 Additional Conditions to the Obligations of Buyer. The obligations of Buyer to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Buyer:

(a) Representations, Warranties and Covenants. The representations and warranties of the Company in this Agreement shall be true and correct in all material respects on and as of the Closing Date and the Company shall have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by each of them as of the Closing Date.

(b) Certificate of the Company. Buyer shall have been provided with a certificate executed on behalf of the Company by an authorized officer to the effect that, as of the Closing Date:

(i) all representations and warranties made by the Company in this Agreement are true and correct in all material respects; and

(ii) all covenants and obligations of this Agreement to be performed by the Sellers on or before such date have been so performed in all material respects.

(c) Claims. There shall not have occurred any claims (whether or not asserted in litigation), which may materially and adversely affect the consummation of the transactions contemplated hereby;

(d) UST Guarantee. The Company shall have delivered to Buyer a guarantee by UST Inc., a Delaware corporation and sole shareholder of the Company, in the form attached as Schedule 6.3(d) hereto, guaranteeing the full and timely performance by the Company of its obligations under this Agreement (the "UST Guarantee").

ARTICLE VII

SURVIVAL, INDEMNIFICATION AND INSURANCE

7.1 Survival of Representations and Warranties. All of the Company's representations and warranties and indemnifications in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing for a period of one (1) year following the Closing Date; provided, however, that the Company's covenants relating or pertaining to any Tax or Returns related to such Tax set forth in Section 4.7 hereof shall survive until ninety (90) days following the expiration of all applicable statutes of limitations, or extensions thereof, governing each Tax or Returns related to such Tax. All of Buyer's representations and warranties contained herein or in any instrument delivered pursuant to this Agreement, shall survive the Closing for a period of one (1) year following the Closing Date. Expiration of the representations and warranties of the Company and of the Buyer shall not limit their respective indemnification obligations below.

7.2 Indemnification.

(a) Indemnification. The Company agrees to indemnify and hold Buyer and its officers, directors and affiliates harmless against all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees and expenses of investigation (hereinafter individually a "Loss" and collectively "Losses"), not covered by insurance (provided and to the extent that Buyer actually receives the insurance proceeds), incurred by Buyer, its officers, directors, or affiliates directly or indirectly as a result of (i) any inaccuracy or breach of a representation or warranty of the Company contained in this Agreement, (ii) any failure by the Company to perform or comply with any covenant or agreement or obligation contained in this Agreement, (iii) any liabilities (other than Assumed Liabilities) resulting from noncompliance with any bulk transfer laws pursuant to Article 6 of the Uniform Commercial Code or otherwise, or (iv) any failure of the Company to pay any liability that is an Excluded Liability. Buyer will seek indemnification for Losses in the manner provided in Section 7.2(b). Notwithstanding the foregoing, there shall be no right to indemnification pursuant to this Section 7.2(a) for Losses described in clauses (i), (ii), (iii) or (iv) of the first sentence of this Section 7.2(a) except to the extent the aggregate amount of such Losses for which Buyer seek indemnification shall exceed one million dollars (\$1,000,000).

VII *all*

(b) Notice and Payment. In the event Buyer shall have incurred any Losses for which indemnification pursuant to this Article VI is sought, Buyer, shall deliver to the Company a notice (each, an "Indemnification Notice"): (A) stating that Buyer has paid or properly accrued Losses; and (B) specifying in reasonable detail the individual items of Losses included in the amount so stated, and the nature of the misrepresentation, breach of warranty or covenant, if any, to which such item is related. Within thirty (30) days after delivery of the Indemnification Notice, the Company shall pay the amount of Buyer's Losses not disputed by the Company set forth in the Indemnification Notice. In the event of a disagreement between the parties regarding Buyer's Losses, each of the parties shall have its respective rights and remedies at law and in equity with respect thereto.

(c) Third Party Claims. If Buyer becomes aware of a third-party claim which Buyer believes may result in Losses, Buyer shall notify the Company of such claim, and the Company shall be entitled, at its expense, to participate in the defense of such claim. Buyer shall have the right in its sole discretion to settle any such claim; provided, however, that except with the consent of the Company, no settlement of any such claim with third-party claimants shall be determinative of the amount of any claim for indemnification pursuant to Section 7.1 and 7.2.

7.3 Indemnification by Buyer of the Company.

(a) Indemnity. Buyer agrees to indemnify and hold the Company and its officers, directors and affiliates harmless against all Losses incurred by such indemnified parties resulting from or attributable to (i) any inaccuracy or breach of a representation or warranty of the Buyer contained in this Agreement; (ii) any failure by Buyer to perform or to comply with any covenant, agreement or obligation contained in this Agreement, or (iii) any liability resulting from, or any failure of Buyer to pay, any liability that is an Assumed Liability. As used in this subparagraph 7.3(a), "Losses" shall exclude losses or damages covered by insurance only to the extent that the Company receives the proceeds of such insurance. Notwithstanding the foregoing, the Company and its officers, directors and affiliates shall not be entitled to indemnification with respect to any Loss to the extent attributable to an Excluded Liability.

(b) Procedures for Asserting Claims. Upon obtaining knowledge of the institution of any action, suit, proceeding or other event which would give rise to a claim of indemnity pursuant to Section 7.3(a), the Company shall notify Buyer of such claim. The Company shall have the right in its sole discretion to settle any such claim; provided, however, that except with the consent of Buyer, no settlement of any such claim shall be determinative of the amount of any claim for indemnification pursuant to this Section 7.3. In the event that Buyer has consented to any such settlement, the Company shall not have power or authority to object under any provision of this Section 7.3 to the amount of any settlement.

7.4 Insurance. Promptly following the Closing, Buyer agrees to name the Company as an additional insured on Buyer's errors and omissions policy with respect to claims arising after the Closing Date.

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ARTICLE VIII

AMENDMENT AND WAIVER

8.1 Amendment. This Agreement may only be amended by the parties hereto by execution of an instrument in writing signed on behalf of each of the parties hereto.

8.2 Extension; Waiver. At any time prior to the Closing Date, Buyer and the Company may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations of the other party hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE IX

GENERAL PROVISIONS

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Buyer, to:

Hallmark Entertainment Distribution Company
1325 Avenue of the Americas
New York, NY 10019
Attention: Robert Halmi, Jr.
Telephone No.: (212) 977-9001
Facsimile No.: (212) 977-9049

with a copy to:

Frankfurt, Garbus, Klein & Selz, P.C.
488 Madison Avenue
New York, New York 10022
Attention: Thomas D. Selz, Esq.
Telephone No.: (212) 826-5535
Facsimile No.: (212) 593-9175

(b) if to the Company, to:

Cabin Fever Entertainment Inc.
100 West Putnam Avenue
Greenwich, CT 06830
Attention: Corporate Secretary
Telephone No.: (203) 622-~~6656~~ 3656 *SSB acc*
Facsimile No.: (203) 863-~~5332~~ 661-5613 *SSB acc*

with copies to:

UST Inc.
100 West Putnam Avenue
Greenwich, CT 06830
Attention: Corporate Secretary
Telephone No.: (203) 622-~~3256~~ 3656 *SSB acc*
Facsimile No.: (203) 661-5613

UST Inc.
100 West Putnam Avenue
Greenwich, CT 06830
Attention: Legal Department
Telephone No.: (203) 622-3256
Facsimile No.: (203) 661-5613

and

Franklin, Weinrib, Rudell & Vassallo, P.C.
488 Madison Avenue
New York, NY 10022
Attention: Michael I. Rudell, Esq. and Nicholas Gordon, Esq.
Tel: (212) 935-5500
Fax: (212) 308-0642

9.2 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.3 Expenses. Each of the parties hereto shall bear such party's own expenses in connection with this Agreement and the transactions contemplated hereby.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more

counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

9.5 Entire Agreement; Assignment. This Agreement, the schedules and Exhibits hereto, and the documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise except as specifically provided herein, except that Buyer may (to the extent permitted by agreements constituting part of the Acquired Assets) assign its rights and delegate its obligations hereunder to its affiliates, subject to such affiliates' assumption of the contractual obligations of the Company which are assumed by Buyer hereunder, but no such assignment shall relieve the Buyer from any of its obligations hereunder.

9.6 Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision provided that Buyer shall remain liable for its obligations hereunder.

9.7 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal and state courts located within New York County in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

9.9 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

ARTICLE X

DEFINITIONS

- 10.1 "Access Letters" shall have the meaning set forth in Section 6.3(h) hereto.
- 10.2 "Acquired Assets" shall have the meaning set forth in Section 1.1(a) hereto.
- 10.3 "Additional Rights" shall have the meaning set forth in Section 1.1(a) hereto.
- 10.4 "Agreement" shall have the meaning set forth in the opening paragraph hereto.
- 10.5 "Artwork" shall have the meaning set forth in Section 1.1(a) hereto.
- 10.6 "Assumed Liabilities" shall have the meaning set forth in Section 1.2(a) hereto.
- 10.7 "Bank" shall have the meaning set forth in Section 1.3(a) hereto.
- 10.8 "Business" shall have the meaning set forth in the recitals hereto.
- 10.9 "Buyer" shall have the meaning set forth in the opening paragraph hereto.
- 10.10 "Capital Commitments" shall have the meaning set forth in Section 1.2(a)(ii)
- 10.11 "Certificate of Destruction" shall have the meaning set forth in Section 6.3(e) hereto.
- 10.12 "CFE" shall have the meaning set forth in the opening paragraph hereto.
- 10.13 "Closing" shall have the meaning set forth in Section 5.1 hereto.
- 10.14 "Copyright Assignments" shall have the meaning set forth in Section 6.3(g).
- 10.15 "Closing Date" shall have the meaning set forth in Section 5.1 hereto.
- 10.16 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 10.17 "Company" shall have the meaning set forth in the opening paragraph hereto.
- 10.18 "Database Information" shall have the meaning set forth in Section 5.2(b)(ii) hereto.
- 10.19 "Deliverables" shall have the meaning set forth in the Section 5.2 (b) hereto.
- 10.20 "Excluded Assets" shall have the meaning set forth in Section 1.1(b) hereto.

10.21 "Excluded Liabilities" shall have the meaning set forth in Section 1.2(b) hereto.

10.22 "~~Final Royalty Statement~~" shall have the meaning set forth in Section 1.4(d) hereto. ~~OMIT~~

10.23 "Future Returns" shall have the meaning set forth in Section 1.4(b).

10.24 "Governmental Entity" shall have the meaning set forth in Section 2.4 hereto.

10.25 "HEI" shall have the meaning set forth in Section 6.2(d) hereto.

Guarantee

10.26 "Indemnification Notice" shall have the meaning set forth in Section 7.2(b) hereto.

10.27 "Inventory" shall have the meaning set forth in Section 5.2(b)(iii) hereto. 4.10 ~~5.2~~ ~~acc~~

10.28 "IRS" shall mean the Internal Revenue Service.

10.29 "License Agreements" shall have the meaning set forth in Section 1.1(a) hereto.

10.30 "Masters" shall have the meaning set forth in Section 1.1(a)(vii) hereto.

10.31 "Owned Productions" shall have the meaning set forth in Section 1.1(a)(iv) hereto.

10.32 "Person" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated organization, government (and any agency or department thereof) or other entity.

10.33 "Prior Returns" shall have the meaning set forth in Section 1.2(b)(iv) hereto.

10.34 "Purchase Price" shall have the meaning set forth in Section 1.3 hereto.

10.35 "Receivables Purchase Letter" shall mean the letter agreement dated ~~February 25;~~ ^{March 2,} 1998 between Buyer and the Company pursuant to which Buyer is purchasing certain accounts receivable of the Company. ~~acc~~

10.36 "Records" shall have the meaning set forth in Section 1.1(a)(x) hereto.

10.37 "Returns" shall have the meaning set forth in Section 4.9(b) hereto.

10.38 "RHI" means RHI Entertainment Inc., a New York corporation.

10.39 "Release" shall have the meaning set forth in Section 6.1(c) hereto.

10.40 "Tax" or "Taxes" shall have the meaning set forth in Section 4.9(a) hereto.

10.41 "Unrecouped Advances" shall have the meaning set forth in Section 1.1(a) hereto.

10.42 "UST Guarantee" shall have the meaning set forth in Section 6.3(d) hereto.

IN WITNESS WHEREOF, Buyer and the Company have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

HALLMARK ENTERTAINMENT
DISTRIBUTION COMPANY

By: [Signature]
Name: Robert A. Halmai, Jr.
Title: President

CABIN FEVER ENTERTAINMENT INC.

By: [Signature]
Name: ROBERT T. DIALESSANDRO
Title: Sr. VP & CONTROLLER

SCHEDULE 1.0

Americana Images Inc.
Sound Shore Productions Inc.
Cabin Fever Films Inc.
Razzmatazz Entertainment Inc.

SCHEDULE 1.1(a)(iv)

Sioux City
Tilt-A-Whirl a.k.a. Painted Hero

SCHEDULE 1.1(a)(v)

Unrecouped advances shall be as set forth in the royalty statements delivered by Nick Gordon, Esq. to Tom Selz, Esq. on February 26, 1998, the first and last pages of which royalty statements are attached to this Schedule.

CABIN FEVER ENTERTAINMENT INC.
 ROYALTY - ACME PICTURES, INC.; THE NITTY GRITTY DIRT BAND
 AND FRIENDS IN THE MAKING OF THE ALBUM:
 "WILL THE CIRCLE BE UNBROKEN, VOL. II" VIDEO # 826
 CALENDAR QUARTER ENDING
 DECEMBER 31, 1997

	UNITS	\$	RECOUP	ROYALTIES
SALES - RETAIL	0	\$0		
SALES - WHOLESALE	53	397		
SALES - THIRD PARTY	0	0		
SAMPLES & FREE GOODS	0	0		
TOTAL SALES	53	397		
EXPENSES - SHIPPING CHARGES		36		
EXPENSES - SHIPPING CREDITS		0		
EXPENSES - CR CARD DISCOUNTS		0		
EXPENSES - DUPLICATION COSTS		119		
EXPENSES - ADVERTISING COSTS		0		
EXPENSES - MUSIC ROYALTIES		80		
TOTAL EXPENSES		235		
CFE SALES PROCEEDS		\$163	(\$163)	\$0
09-30-97 RECOUPABLE AMOUNT			120,221	
RECOUPABLE BALANCE			\$120,059	
09-30-97 UNEARNED ADVANCE			\$3,027	
MUSIC ROYALTY EXCESS PAYMENTS			10	
REGULAR ROYALTY BASE		\$0		
THIRD PARTY ROYALTY BASE		\$0		
REGULAR ROYALTY RATE		25%		
THIRD PARTY ROYALTY RATE		50%		
REGULAR ROYALTY CALCULATION		\$0		
THIRD PTY ROYALTY CALCULATION		\$0	0	\$0
UNEARNED ADVANCE			\$3,037	
NET ROYALTIES DUE				\$0

*LTM, PRINT +
 BROUWER
 7/18 78*

ROYALTY PAYABLE TO:

ACME PICTURES, INC.
 c/o GARDNER
 866 FISKE STREET
 PACIFIC PALISADES, CA 90272-3839

NOTE: SEND COPY OF #826 MUSIC
 ROYALTY STATEMENT AS BACKUP
 TO THIS ROYALTY STATEMENT.

CABIN FEVER ENTERTAINMENT INC.
 ROYALTIES - VARIOUS LICENSING AGREEMENTS
 MUSIC PUBLISHING AND SYNCHRONIZATION

MASTER RECAP SCHEDULE

VIDEO #919

MUSIC

HOT COUNTRY AEROBICS
 CALENDAR QUARTER ENDING
 DECEMBER 31, 1997

	SOLD UNITS	\$	RECOUP	ROYALTIES
SALES - RETAIL	0	0		
SALES - WHOLESALE	132	591		
SALES - OTHER	0	0		
TOTAL SALES	132	591		
EXPENSES - SHIPPING CHARGES		112		
EXPENSES - SHIPPING CREDITS		0		
EXPENSES - CR CARD DISCOUNTS		0		
EXPENSES - DUPLICATION COSTS		240		
EXPENSES - ADVERTISING COSTS		0		
TOTAL EXPENSES		352		
CFE SALES PROCEEDS		\$239		

09-30-97 UNEARNED ADVANCE		\$6,549.60		
PRIOR PERIOD ROYALTIES DUE ON ROLLOVERS		0.00		
ADDITIONAL ADVANCE ROLLOVER PAYMENTS		0.00		
TOTAL UNITS SOLD	132			
MUSIC ROYALTY CONTRACT RATE		\$0.30/UNIT		

CONTRACT ROYALTY CALCULATIONS		39.60	(39.60)	\$0.00
PROOF	0.00			
UNEARNED ADVANCE			\$6,510.00	
NET ROYALTIES DUE ALL PUBLISHERS				\$0.00

MUSIC ROYALTY CALCULATIONS: PAGE	EARNED AMOUNT	ROYALTY RATES	UNEARNED ADVANCES
1. TREE PUBLISHING CO.	\$7.92	\$0.0600 PER UNIT	\$1,309.92
2. TREE PUBLISHING CO.	\$7.92	\$0.0600 PER UNIT	\$1,309.92
3. TREE PUBLISHING CO.	\$7.92	\$0.0600 PER UNIT	\$1,309.92
4. TREE PUBLISHING CO.	\$7.92	\$0.0600 PER UNIT	\$1,309.92
5. TREE PUBLISHING CO.	\$7.92	\$0.0600 PER UNIT	\$1,309.92
TOTAL ROYALTY RATE	\$39.60	\$0.3000 PER UNIT	\$6,549.60

*Balance
to 4/2/99*

Schedule 1.1(b)(ii)

LIST OF ALBUMS/VIDEOS

Albums and Videos

Marshall Tucker Band	Then & Now	Video (Long Form)
Marshall Tucker Band	Southern Spirit	Album
Marshall Tucker Band	Still Smokin'	Album
Toy Caldwell		Album
"I Hear the South Calling Me"		Promo Video
"Midnight Promises"		Promo Video

83606/3486/0000

Cabin Fever Entertainment
 Media Library System
 Summary Report
 11:42:55, Fri Feb 13, 1998

Search Criteria:
 Title: MARSHALL TUCKER BAND

Tape #	Type	Title	Subtitle	Source	Restrictions	City Loc	Frnt Len	D/O	Borrower	Date out
CF001114	PH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE VAUL 1"				1998/01/20
CF001622	WKRL	MARSHALL TUCKER BAND WALK OUTSIDE THE LIM				CFE STL 1"				1998/01/20
CF004384	OH	MARSHALL TUCKER BAND DOWN WE GO 3:34				CFE B701 1"				1998/01/20
CF004386	PC	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE B701 1"				1998/01/20
CF004387	OH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE B701 1"				1998/01/20
CF004388	OH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE B701 1"				1998/01/20
CF004389	OH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE B701 1"				1998/01/20
CF004390	OH	MARSHALL TUCKER BAND HERE WE GO				CFE B701 1"				1998/01/20
CF004391	OH	MARSHALL TUCKER BAND STILL SHOOTIN' : 30 C				CFE B701 1"				1998/01/20
CF004392	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004393	OH	MARSHALL TUCKER BAND TAN YARD ROAD				CFE B701 1"				1998/01/20
CF004394	OH	MARSHALL TUCKER BAND TAN YARD ROAD				CFE B701 1"				1998/01/20
CF004395	EH	MARSHALL TUCKER BAND :30 SEC COMMERCIAL				CFE B701 1"				1998/01/20
CF004396	OH	MARSHALL TUCKER BAND WALK OUTSIDE THE LIM				CFE B701 1"				1998/01/20
CF004397	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004398	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004399	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004400	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004401	OH	MARSHALL TUCKER BAND FRONTLINE: TAN YARD				CFE B701 1"				1998/01/20
CF004402	OH	MARSHALL TUCKER BAND TAN YARD ROAD 3:32				CFE B701 1"				1998/01/20
CF004403	OH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H 1ST AND 2ND EDITION				CFE B701 1"				1998/01/20
CF004404	OH	MARSHALL TUCKER BAND DRIVING YOU OUT OF H				CFE B701 1"				1998/01/20
CF004405	EH	MARSHALL TUCKER BAND :25 SEC COMMERCIAL				CFE B701 1"				1998/01/20
CF007924	OH	MARSHALL TUCKER BAND TAN YARD ROAD				CFE B801 1"				1998/01/20
CF000089	AH	MARSHALL TUCKER BAND		MASTER		CFE VAUL 1630				
CF000090	AH	MARSHALL TUCKER BAND		MASTER		CFE VAUL 1630				
CF000193	FLM	MARSHALL TUCKER BAND SEARCH & FIVE #10.				CFE VAUL 1630				
CF000195	FLM	MARSHALL TUCKER BAND SEARCH & FIVE CAN R				CFE VAUL 1630				
CF000197	FLM	MARSHALL TUCKER BAND DRIVING CAN ROLL A				CFE VAUL 1630				
CF000198	FLM	MARSHALL TUCKER BAND DRIVING CAN ROLL #				CFE VAUL 1630				
CF000200	FLM	MARSHALL TUCKER BAND HEARD CAN ROLL A5-6				CFE VAUL 1630				

Calvin Fower Entertainment
Media Library System
Summary Report
11:42:55, Fri Feb 13, 1998

Tap# #	Type	Title	Subtitle	Source	Restrictions	City	Loc	Frnt	Len	D/D	Borrower	Date out
CF001201	FLM	MARSHALL TUCKER BAND	CONBOY CAN ROLL BA,			CFE	VAUL	16MM				
CF001202	FLM	MARSHALL TUCKER BAND	FRONT CAN ROLL# A4-5			CFE	VAUL	16MM				1998/01/20
CF001203	FLM	MARSHALL TUCKER BAND	CONBOY CAN ROLL# A7-			CFE	VAUL	16MM				1998/01/20
CF001204	FLM	MARSHALL TUCKER BAND	HEARD CAN ROLL # 04			CFE	VAUL	16MM				1998/01/20
CF001205	FLM	MARSHALL TUCKER BAND	HEARD CAN ROLL B9, C			CFE	VAUL	16MM				1998/01/20
CF001206	FLM	MARSHALL TUCKER BAND	CONBOY CAN ROLL# 0			CFE	VAUL	16MM				1998/01/20
CF001207	FLM	MARSHALL TUCKER BAND	HIGHWAY CAN ROLL # A			CFE	VAUL	16MM				1998/01/20
CF001208	FLM	MARSHALL TUCKER BAND	FRONT CAN ROLL # B			CFE	VAUL	16MM				1998/01/20
CF001209	FLM	MARSHALL TUCKER BAND	FRONT CAN ROLL # B4			CFE	VAUL	16MM				1998/01/20
CF001210	FLM	MARSHALL TUCKER BAND	FRONT CAN ROLL #			CFE	VAUL	16MM				1998/01/20
CF001211	FLM	MARSHALL TUCKER BAND	HIGHWAY CAN ROLL # A1			CFE	VAUL	16MM				1998/01/20
CF001212	FLM	MARSHALL TUCKER BAND	HIGHWAY CAN ROLL #B			CFE	VAUL	16MM				1998/01/20
CF001213	FLM	MARSHALL TUCKER BAND	MYSTERY CAN ROLL#D2,			CFE	VAUL	16MM				1998/01/20
CF001214	FLM	MARSHALL TUCKER BAND	HIGHWAY CAN ROLL# D			CFE	VAUL	16MM				1998/01/20
CF007350	FLM	MARSHALL TUCKER BAND	BOX 001 16MM CAN RE \			CFE	VAUL	16MM				1998/01/20
CF00091	AM	MARSHALL TUCKER BAND	TAPE 1			CFE	STJ	2"				1998/01/20
CF00092	AM	MARSHALL TUCKER BAND	TAPE 2			CFE	STJ	2"				1998/01/20
CF00093	AM	MARSHALL TUCKER BAND	TAPE 3			CFE	VAUL	2"				1998/01/20
CF00094	AM	MARSHALL TUCKER BAND	TAPE 4			CFE	VAUL	2"				1998/01/20
CF00095	AM	MARSHALL TUCKER BAND	TAPE 5			CFE	VAUL	2"				1998/01/20
CF00096	AM	MARSHALL TUCKER BAND	STAY IN THE COUNTRY			CFE	VAUL	2"				1998/01/20
CF00097	AM	MARSHALL TUCKER BAND	SLAVE			CFE	VAUL	2"				1998/01/20
CF004334	VD	MARSHALL TUCKER BAND	HIGHWAY TAKE 2			CFE	B601	3/4				1998/01/20
CF004336	VD	MARSHALL TUCKER BAND	SEARCH/FIRE			CFE	B601	3/4				1998/01/20
CF004576	OR	MARSHALL TUCKER BAND	A FEW MORE REDNECKS			CFE	B601	3/4				1998/01/20
CF004992	OR	MARSHALL TUCKER BAND	CAPTOL THATRE/ COLD			CFE	B601	3/4				1998/01/20
CF004995	OR	MARSHALL TUCKER BAND	BAW #2			CFE	B601	3/4				1998/01/20
CF007304	OR	MARSHALL TUCKER BAND	THE EXCHANGE CH12 9/	CNR MORNING NEWS 9/1		CFE	B601	3/4				1998/01/20
CF001186	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL#			CFE	VAUL	35MM				1998/01/20
CF001189	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL #			CFE	VAUL	35MM				1998/01/20
CF001190	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL #			CFE	VAUL	35MM				1998/01/20
CF001191	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL#			CFE	VAUL	35MM				1998/01/20
CF001192	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL# E			CFE	VAUL	35MM				1998/01/20
CF001194	FLM	MARSHALL TUCKER BAND	DRIVING CAN ROLL# E			CFE	VAUL	35MM				1998/01/20

Cabin Fever Entertainment
Media Library System
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11-42-55, Fri Feb 13, 1998

Tape #	Type	Title	Subtitle	Source	Restrictions	Copy	Loc	Frnt	Len	D/O	Bartrmer	Date out
CF001196	FLM	MARSHALL TUCKER BAND DRIVING	CAN ROLL # E			CFE	VAUL	35MM				1998/01/20
CF001199	FLM	MARSHALL TUCKER BAND DRIVING	CAN ROLL # E			CFE	VAUL	35MM				1998/01/20
CF004276	XFER	MARSHALL TUCKER BAND 5 SONGS W/ ADDRESS T	X-FER FROM D-2			CFE	B501	BETA				1998/01/20
CF004279	XFER	MARSHALL TUCKER BAND 1VC TRANSFER TAPE #1				CFE	B601	BETA				1998/01/20
CF004280	EM	MARSHALL TUCKER BAND TAPE TO TAPE COLOR C	BETA SP MASTER			CFE	B601	BETA				1998/01/20
CF004281	OM	MARSHALL TUCKER BAND AT THE SUMMIT 5/26/8				CFE	B601	BETA				1998/01/20
CF004285	OM	MARSHALL TUCKER BAND LONG HARD RIDE				CFE	B601	BETA				1998/01/20
CF004286	DM	MARSHALL TUCKER BAND WALK OUTSIDE THE LIT	DRIVING YOU OUT OF M			CFE	B601	BETA				1998/01/20
CF004287	XFER	MARSHALL TUCKER BAND B/W DOCUMENTARY	X-FER FROM FILM			CFE	B601	BETA				1998/01/20
CF004288	XFER	MARSHALL TUCKER BAND 1VC TRANSFER- CAN'T				CFE	B601	BETA				1998/01/20
CF004289	OM	MARSHALL TUCKER BAND WALK OUTSIDE THE LIT				CFE	B601	BETA				1998/01/20
CF004290	OM	MARSHALL TUCKER BAND SOUTHERN SPIRIT				CFE	B601	BETA				1998/01/20
CF004292	OM	MARSHALL TUCKER BAND VERS TAPE- OFFLINE/	SELECT TAKES & SYNC			CFE	B601	BETA				1998/01/20
CF004303	OM	MARSHALL TUCKER BAND WALK OUTSIDE THE LIT				CFE	B501	BETA				1998/01/20
CF004304	OM	MARSHALL TUCKER BAND WALK OUTSIDE THE LIT				CFE	B501	BETA				1998/01/20
CF004305	OM	MARSHALL TUCKER BAND DOWN WE GO 3:34				CFE	B501	BETA				1998/01/20
CF004306	OM	MARSHALL TUCKER BAND DOWN WE GO 3:34				CFE	B501	BETA				1998/01/20
CF004307	OM	MARSHALL TUCKER BAND DRIVING YOU OUT OF M	MASTER			CFE	B501	BETA				1998/01/20
CF004308	OM	MARSHALL TUCKER BAND DRIVING YOU OUT OF M	MUSIC VIDEO			CFE	B501	BETA				1998/01/20
CF004309	OM	MARSHALL TUCKER BAND TUCKER AT TOMAS REEL				CFE	B501	BETA				1998/01/20
CF004310	OM	MARSHALL TUCKER BAND TAPE #1 - STILL				CFE	B501	BETA				1998/01/20
CF004311	OM	MARSHALL TUCKER BAND TUCKER AT TOMAS REEL				CFE	B501	BETA				1998/01/20
CF004312	OM	MARSHALL TUCKER BAND TAPE #2 - STILL				CFE	B501	BETA				1998/01/20
CF004313	DM	MARSHALL TUCKER BAND DOUG & JERRY INTERVI				CFE	B501	BETA				1998/01/20
CF004316	OM	MARSHALL TUCKER BAND DOUG & JERRY INTERVI				CFE	B501	BETA				1998/01/20
CF004317	OM	MARSHALL TUCKER BAND DOUG & JERRY INTERVI				CFE	B501	BETA				1998/01/20
CF004318	OM	MARSHALL TUCKER BAND DOUG & JERRY INTERVI				CFE	B501	BETA				1998/01/20
CF004319	OM	MARSHALL TUCKER BAND DOUG & JERRY INTERVI				CFE	B501	BETA				1998/01/20
CF004322	XFER	MARSHALL TUCKER BAND X-FER FROM SLIDES 1				CFE	B501	BETA				1998/01/20
CF004323	XFER	MARSHALL TUCKER BAND LONG HARD DRIVE	X-FER FROM 35MM PRIN			CFE	B501	BETA				1998/01/20
CF004324	OM	MARSHALL TUCKER BAND 8OPPERS REEL 2				CFE	B501	BETA				1998/01/20
CF004325	XFER	MARSHALL TUCKER BAND TAN YARD ROAD	X-FER FROM CD			CFE	B501	BETA				1998/01/20
CF004326	OM	MARSHALL TUCKER BAND 8OPPERS REEL 1				CFE	B501	BETA				1998/01/20
CF004328	OM	MARSHALL TUCKER BAND TUCKER BILLBOARDS 1				CFE	B501	BETA				1998/01/20

Cable Fever Entertainment
Media Library System
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Tap#	Type	Title	Subtitle	Source	Restrictions	City	Loc	Front	Len	D/O	Narrower	Date
CF004329	XFER	MARSHALL TUCKER BAND	A-ROLL FOOTAGE INTER	X-FER FROM 16W MEGA		CFE	B501	BETA				1998/01/20
CF004337	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004338	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004339	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004340	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004341	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004342	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004343	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004344	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004345	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004346	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004347	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004348	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004349	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004350	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004351	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004352	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004353	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004354	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004355	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004356	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004357	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004358	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004359	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004360	OH	MARSHALL TUCKER BAND	MAKING OF TUCKER REE			CFE	B501	BETA				1998/01/20
CF004362	OH	MARSHALL TUCKER BAND	DOWN VE GO 3:34			CFE	B701	BETA				1998/01/20
CF004363	OH	MARSHALL TUCKER BAND	DOWN VE GO 3:34			CFE	B701	BETA				1998/01/20
CF004365	OH	MARSHALL TUCKER BAND	STAY IN THE COUNTRY	MUSIC VIDEO - 3:35		CFE	B601	BETA				1998/01/20
CF005059	XFER	MARSHALL TUCKER BAND	COWBOY HOUR 1	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20
CF005060	XFER	MARSHALL TUCKER BAND	YAW ROAD HOUR 2	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20
CF005061	XFER	MARSHALL TUCKER BAND	HIGHWAY HOUR 2	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20
CF005062	XFER	MARSHALL TUCKER BAND	HIGHWAY HOUR 1	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20
CF005063	XFER	MARSHALL TUCKER BAND	TAN YARD ROAD HOUR 1	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20
CF005064	XFER	MARSHALL TUCKER BAND	DRIVING HOUR 1	X-FER FROM FILM	NON-DROP	CFE	STU4	BETA				1998/01/20

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Tape #	Type	Title	Subtitle	Source	Restrictions	Copy loc	Front Len	D/O	Borrower	Date out
CF005065	XFER	MARSHALL TUCKER BAND DRIVING HOUR 2		X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005067	XFER	MARSHALL TUCKER BAND FRONTLINE HOUR 2		X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005068	XFER	MARSHALL TUCKER BAND SEARCH.../FIVE...	HO X-FER FROM FILM	X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005069	XFER	MARSHALL TUCKER BAND SEARCH.../FIVE...	HO X-FER FROM FILM	X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005070	XFER	MARSHALL TUCKER BAND CONVOY HOUR 2		X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005071	XFER	MARSHALL TUCKER BAND FRONTLINE HOUR 1		X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF005073	XFER	MARSHALL TUCKER BAND HEARD HEAR 1		X-FER FROM FILM	NON-DROP	CFE ST04 BETA				
CF006388	UKRL	MARSHALL TUCKER BAND DOUG GREY V/O EDIT M				CFE ST04 BETA				
CF006397	UKRL	MARSHALL TUCKER BAND DOUG GREY V/O				CFE ST04 BETA				
CF006987	DM	MARSHALL TUCKER BAND WALK OUTSIDE THE LHM				CFE B501 BETA				1998/01/20
CF001971	PC	MARSHALL TUCKER BAND LONGFORD		FROM VAULT MASTER		CFE ST0 D-2				
CF001977	EM	MARSHALL TUCKER BAND "TAY YARD ROAD"				CFE ST0 D-2				
CF001978	EM	MARSHALL TUCKER BAND "DRIVING YOU OUT OF				CFE ST0 D-2				
CF001979	EM	MARSHALL TUCKER BAND "FRONTLINE"				CFE ST0 D-2				
CF001985	EM	MARSHALL TUCKER BAND "WALK OUTSIDE THE LI				CFE ST0 D-2				
CF002107	EM	MARSHALL TUCKER BAND "DOWN WE GO" CLONES				CFE ST0 D-2				
CF007338	PM	MARSHALL TUCKER BAND WALK OUTSIDE THE LHM				CFE ST0 D-2				
CF007337	EM	MARSHALL TUCKER BAND WALK OUTSIDE THE LHM				CFE ST0 D-2				
CF00737	DM	MARSHALL TUCKER BAND PROMO - DIGITAL COPY				CFE EDIT 0-2				
CF00780	EM	MARSHALL TUCKER BAND PROMO				CFE VALD D-2				
CF00106	AM	MARSHALL TUCKER BAND SEQUENCED CASS. MAST		SEE CF007970 VOLUME		CFE VALD DAT				
CF00107	AM	MARSHALL TUCKER BAND REMIXES				CFE VALD DAT				
CF00108	AM	MARSHALL TUCKER BAND FRONTLINE MIXES				CFE VALD DAT				
CF00109	AM	MARSHALL TUCKER BAND COPIES				CFE VALD DAT				
CF00110	HXM	MARSHALL TUCKER BAND SOUTHERN SPIRIT		MASTER	NOT FOR PRODUCTION	CFE VALD DAT				
CF00111	HXM	MARSHALL TUCKER BAND M.T.B. RUFFS		MASTER	NOT FOR PRODUCTION	CFE VALD DAT				
CF001187	FLM	MARSHALL TUCKER BAND SEARCH & FIVE ROLL A				CFE ST3 FILM				
CF00101	AM	MARSHALL TUCKER BAND MIX #1 3 SONGS				CFE ST3 H/2				
CF00102	AM	MARSHALL TUCKER BAND MIX #2 3 SONGS				CFE ST3 H/2				
CF00103	AM	MARSHALL TUCKER BAND MIX #3 4 SONGS				CFE ST3 H/2				
CF00104	AM	MARSHALL TUCKER BAND MIX #4 3 SONGS				CFE ST3 H/2				
CF00105	AM	MARSHALL TUCKER BAND REMIXES 3 SONGS				CFE ST3 H/2				
CF005381	AM	MARSHALL TUCKER BAND DOCUMENTARY				CFE ST03 Q/2				
CF005392	AM	MARSHALL TUCKER BAND DRIVING 8/26/92				CFE ST03 Q/2				

Cabin Fever Entertainment
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Tape #	Type	Title	Subtitle	Source	Restrictions	Ctyg	Loc	Fmt	Len	D/D	Borrower	Date out
CF005394	AM	MARSHALL TUCKER BAND DOCUMENTARY				CFE	STV3	Q/2				
CF005395	AM	MARSHALL TUCKER BAND DRIVING 8/26/92				CFE	STV3	Q/2				
CF00098	AM	MARSHALL TUCKER BAND REEL 2				CFE	STJ	Q/2T				
CF00099	AM	MARSHALL TUCKER BAND REEL 1				CFE	STJ	Q/2T				
CF00100	AM	MARSHALL TUCKER BAND WALK OUTSIDE THE LIM				CFE	STJ	Q/2T				
Total printed: 172												

Cabin Fever Entertainment
Media Library System
Summary Report

09:43:20, Thu Feb 12, 1998

Search Criteria:
Title: TOY CALDWELL

Tape #	Type	Title	Subtitle	Source	Restrictions	Copy Loc	Frnt	Len	D/O	Borrower	Date out
CF00078	AM	TOY CALDWELL	I.C. TAPE 1			MUST VAIL DMA					
CF00079	AM	TOY CALDWELL	I.C. TAPE 2			MUST VAIL DMA					
CF00080	AM	TOY CALDWELL	I.C. REEL 3			MUST VAIL DMA					
CF00081	AM	TOY CALDWELL	I.C. TAPE 4			MUST VAIL DMA					
CF00082	AM	TOY CALDWELL	I.C. TAPE 5			MUST VAIL DMA					
CF00083	AM	TOY CALDWELL	I.C. TAPE 6			MUST VAIL DMA					
CF00084	AM	TOY CALDWELL	I.C. TAPE 7			MUST VAIL DMA					
CF00085	AM	TOY CALDWELL	I.C. TAPE 8			MUST VAIL DMA					
CF00086	AM	TOY CALDWELL	I.C. TAPE 9			MUST VAIL DMA					
CF00087	AM	TOY CALDWELL	I HEAR THE SOUTH CAL			MUST VAIL 1"					
CF00115	PH	TOY CALDWELL	I HEAR THE SOUTH CAL			MUST VAIL 1"					
CF00116	EM	TOY CALDWELL	I HEAR THE SOUTH CAL			MUST VAIL 1"					
CF00121	BC	TOY CALDWELL	I HEAR THE SOUTH CAL			MUST VAIL BETA					
CF00179	FLX	TOY CALDWELL	CAMERA ROLL# 16-18			MUST VAIL 16MM					
CF00180	FLX	TOY CALDWELL	CAMERA ROLL# 9-11			MUST VAIL 16MM					
CF00181	FLX	TOY CALDWELL	CAMERA ROLL #19-20			MUST VAIL 16MM					
CF00182	FLX	TOY CALDWELL	CAMERA ROLL# 21-22			MUST VAIL 16MM					
CF00183	FLM	TOY CALDWELL	CAMERA ROLL# 13-15			MUST VAIL 16MM					
CF00184	FLM	TOY CALDWELL	CAMERA ROLL# 4-6			MUST VAIL 16MM					
CF00185	FLM	TOY CALDWELL	CAMERA ROLL# 7-8			MUST VAIL 16MM					
CF00186	FLM	TOY CALDWELL	CAMERA ROLL# 1-3			MUST VAIL 16MM					
CF00186	FLM	TOY CALDWELL	SOUTH CALLING ME			MUST STR 1"					
CF001366	DLH	TOY CALDWELL	MIDNIGHT PROMISES			MUST STR 1"	91:				
CF001367	DLH	TOY CALDWELL	"I HEAR THE SOUTH CAL			MUST STD D-2					
CF001983	EM	TOY CALDWELL	"MIDNIGHT PROMISES"			MUST STD D-2					
CF001984	EM	TOY CALDWELL	MIDNIGHT PROMISES			MUST STD D-2					
CF004407	DK	TOY CALDWELL	I HEAR THE SOUTH CAL			MUST B701 1"					1998/01/20
CF004409	DK	TOY CALDWELL	MIDNIGHT PROMISES			MUST B701 1"					1998/01/20
CF004410	DK	TOY CALDWELL	MIDNIGHT PROMISES			MUST B701 1"					1998/01/20
CF004411	DK	TOY CALDWELL	LOVE RIDE V/O HIV G			MUST B701 1"					1998/01/20
CF004412	DK	TOY CALDWELL	LOVE RIDE V/ HIV GR			MUST B701 1"					1998/01/20
CF004417	DK	TOY CALDWELL	MIDNIGHT PROMISES			MUST B801 1"					1998/01/20

Cable Power Entertainment
Media Library System
Summary Report
09:43:20, Thu Feb 12, 1998

Type #	Type	Title	Subtitle	Source	Restrictions	Chrg Lnc	Frnt Len	D/O	Borrower	Date out
CF004418	OM	TOY CALDWELL	I HEAR THE SOUTH CAL			MUSI 8801 1"				
CF005087	OM	TOY CALDWELL	REEL 1			MUSI 8801 BETA				1998/01/20
CF005088	OM	TOY CALDWELL	REEL 2			MUSI 8801 BETA				1998/01/20
CF005089	OM	TOY CALDWELL	REEL 3			MUSI 8801 BETA				1998/01/20
CF005090	OM	TOY CALDWELL	REEL 4			MUSI 8801 BETA				1998/01/20
CF005091	OM	TOY CALDWELL	REEL 5			MUSI 8801 BETA				1998/01/20
CF005363	AM	TOY CALDWELL	FRONT LINE 4:01	R		MUSI 8801 BETA				
CF005365	AM	TOY CALDWELL	FRONT LINE 4:01	RO		MUSI 8801 BETA				
CF005366	AM	TOY CALDWELL	DRIVING YOU OUT OF H	4:04		MUSI 8801 BETA				
CF005367	AM	TOY CALDWELL	DRIVING YOU OUT OF H	4:04		MUSI 8801 BETA				
CF005368	AM	TOY CALDWELL	TAN YARD ROAD	3:30		MUSI 8801 BETA				
CF005376	AM	TOY CALDWELL	1) MIDNIGHT PROMISES	2) MIDNIGHT PROMISES	3) I HEAR THE SOUTH	MUSI 8801 BETA				
CF005385	AM	TOY CALDWELL	TAN YARD ROAD	3:30		MUSI 8801 BETA				
CF006396	VKRL	TOY CALDWELL	V/O SESSION			MUSI 8801 BETA				
CF006394	VKRL	TOY CALDWELL	STUDIO FOOTAGE			MUSI 8801 BETA				
CF007925	OM	TOY CALDWELL	MIDNIGHT PROMISES		RECORD ANNOUNCEMENT	MUSI 8801 1"				

Total printed: 47

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Cabin Fever Entertainment
Media Library System
Type Codes
09:02:34, Fri Feb 13, 1998

Code	Description
16MM	16MM FILM
35CP	35 MM CHECKPRINT
35N	35MM DEVELOPED NEGATIVE
35P	35MM PRINT
35SR	35MM SELECT REEL
3PM	3 TRACK PRINT MASTER
3TRK	ORIGINAL 3 TRACK MASTER
4TRK	ORIGINAL 4 TRACK MASTER
6TRK	ORIGINAL 6 TRACK MASTER
AM	AUDIO MASTER
BC	BETA COPY
CCBC	CLOSED CAPTION BETA COPY
CCDM	CLOSED CAPTION DUB MASTER
CCM	CLOSED CAPTION MASTER
CLIP	CLIP REEL
CLONE	
DLM	DELIVERY MASTER
DM	DUB MASTER
DN	DUPLICATE NEGATIVE
EM	EDITED MASTER
EMBU	EDIT MASTER BACK UP (CLONE)
FLM	FILM (MOVIE MAGS)
FORMAS	FOREIGN LANGUAGE MASTER
INEG	INTERNEGATIVE
IPOS	INTERPOSITIVE
MM	MULTITRACK MASTER (AUDIO)
OM	ORIGINAL MASTER
PC	PROTECTION COPY
PM	PRODUCTION MASTER (AUDIO)
RC	ROUGH CUT
RM	RELEASE MASTER
SD	SAFETY DUB (AUDIO)
SM	SUB MASTER
VC	VIEWING COPY
WD	WINDOW DUB
WKRL	WORKREEL
XFER	TRANSFER

Schedule 1.2(a)(iii)**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
Captains Courageous, Kidnapped, Crossbow, Kids of the Round Table, The Arnie, The Christmas Box plus 51 titles listed on Schedule I	Entertainment Associates (AFRTS)	07/28/98	Distribution for transmission over United States Armed Forces Radio and Television
Champions of Death Defying Sports	Avon Products Inc.	02/28/98	Distribution via Avon Catalog
9 Pack Little Rascals For Pete's Sake and Gulliver's Travels The Line King	Barnes & Noble Direct	01/30/98 02/28/98 04/30/98	Offering titles through direct mail catalog
Little Rascals Gift Set and Okana Baisi For Pete's Sake and Laurel & Hardy Collection Faeiric Tale Theatre Gift, Set, The Christmas Box, Lonesome Dove Trilogy The Line King	Book of the Month Club	02/98 08/98 10/98 12/98	Offering titles through Book Club mailings
Painted Hero, Bird of Prey	Brainstorm Media	08/01/99	Exclusive Agent for television exploitation of films in U.S. and English speaking Canada

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
Catalog titles plus Future Pictures	Cineplex Film Properties	05/31/00* for catalog titles. Term for Future 1997 Pictures: In Cold Blood - 07/01/97 - 06/30/00 The Line King - 12/02/97 - 12/01/04 Pappyland - 03/17/98 - 03/16/05	Exclusive Canadian video distribution deal for catalog product and future acquisitions with Canadian rights ("Future Pictures"). Term for Future Pictures is coterminous with CFE's term up to a maximum of 7 years.
Santa With Muscles, Secret Agent Club, Blood Money, Markus 4, Prey of the Jaguar and Chase Morran (a.k.a. Assault on Dome 4)	Cineplex Odeon Films Canada	09/10/11* *Expiration is 15 yrs from U.S. first commercial exploitation of each film. Santa with Muscles: 10/27/12 Secret Agent Club: 08/11/12	Exclusive Video, Theatrical, Non-theatrical and television exploitation rights in Canada
Somebody To Love	Cineplex Odeon Films Canada	04/07/08	Exclusive Video and Non-theatrical exploitation rights in English speaking Canada
Lonesome Dove Trilogy, The Man Upstairs, The Christmas Box, Dead Man's Walk, Gunfighter's Moon, In Cold Blood, Little Rascals Gift Set, Freebird, Paradise Lost, Mt. Bear, Kenny Rogers: Christmas Show, Gypsy, Anastasia, Buffalo Girls, JFK, Reckless Youth, The Gambler Returns, Fabric Tale Theatre plus catalog titles	Columbia House	03/31/99	Home video distribution through Columbia House Club sales in U.S. and Canada (where applicable)

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
Secret Agent Clinb Santa with Muscles	DirecTV	01/31/98 03/31/98	PPV
Mr. Bear	Disney Channel	06/30/00	Exclusive television exhibition for 20 exhibition days during license period (07/01/99 - 06/30/00) in U.S. and territories.
Roosters	ETD, Inc.	11/27/98	Exclusive Spanish language distribution rights in the U.S.
Somebody To Love	ETD, Inc.	02/20/00	Exclusive Spanish language distribution rights in the U.S.
A Young Connecticut Yankee in King Arthur's Court	Feature Films for Families (Rekab Tserof, L.C.)	02/10/98	Exclusive direct to the consumer marketing and telemarketing rights in U.S. and territories.
Crash Dive	HBO	07/15/07	Exclusive license to exhibit film on HBO and Cinemax via non-standard television in U.S. and territories

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
Painted Hero	HBO (not executed)	01/02/99	Non-exclusive license to exhibit films on HBO and Cinemax via non-standard television in U.S. and territories
Firestorm Blood Money Prey of the Jaguar	HBO (not executed)	04/30/99 04/30/99 05/31/99	Non-exclusive license to exhibit films on HBO and Cinemax via non-standard television in U.S. and territories.
Harley Davidson: The American Motorcycle	Hearst Entertainment	04/06/99	Exclusive TV and HV rights throughout the world excluding U.S., Canada, & Japan
Multiple Titles: Charlie Daniels Home-folks/Making of Homefolks; Lonesome Dove / Making of Lonesome Dove; The Attic; The FBI Murders; Trouble in Paradise; A Case of Deadly Force; Brady's Escape; The Incident; Anastasia; Return To Lonesome Dove; Lifepod; Gypsy; The Little Rascals: Box Set 1, Box Set, Box Set 3, Box Set 4; Buffalo Girls; Oldest Living Confederate Widow & Streets of Laredo. PACKAGE OF NEW PRO-GRAMS: Crash Dive, Dead Man's Walk, Gunfighter's Moon, In Cold Blood, The Low Life, Margaret's Museum, Secret Agent Dad, Somebody to Love, Young Poisoner's Handbook, Santa With Muscles	Image Entertainment Inc.	** 5 years from delivery of each film * plus 6 month sell-off period Expiration Dates: Charlie Daniels - 09/13/98 Home folks/Making of Anastasia - 06/16/99 The Attic - 09/07/99 Gypsy - 01/15/99 Lifepod - 01/09/99 Return to Lonesome Dove - 01/09/99 Little Rascals - 10/30/99 Sudden Fury - 11/30/99 Taking Liberty - 11/30/99 Lonesome Dove - 07/15/98 The FBI Murders - 07/15/98 Trouble in Paradise - 07/15/98 Buffalo Girls - 06/30/02 The Low Life - 07/07/02 Young Poisoners Handbook - 07/14/02 Oldest Living Confederate Widow - 07/14/02 Streets of Laredo - 07/21/02 Santa with Muscles - 07/28/02 In Cold Blood - 07/28/02 Crash Dive - 08/04/02 Deadman's Walk - 08/11/02 Gunfighters Moon - 08/18/02 Margaret's Museum - 09/08/02 Secret Agent Dad - 09/22/02	Exclusive laser discs rights in U.S. and Canada

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
The Secret Captains Courageous	Leucadia Film Corporation (sold to SandStar Entertainment 3/1/97)	10/01/99 10/13/02	Exclusive direct-to-consumer marketing and telemarketing in U.S. and Canada
Sioux City, Painted Hero, Freebird...The Movie, Bird of Prey, Crash Dive, Surface to Air, Secret Agent Club, Ms. Bear, White Raven, Strategic Command, Deadly Shooter, Steel Sharks, Scorpion One, The Elf Who Didn't Believe, The Boy Who Saved Christmas, Not Quite an Angel, Evasive Action, Legends of the American West, Fallout, Hijack and Me- morial Day.	New City Releasing	04/30/99	Exclusive television agent in U.S. and English-speaking Canada.
Crash Dive	Oxford Media Corp.	11/14/99	Hotel/Motel exhibition
Sioux City	Peacock Films Inc.	04/29/99	Exclusive Foreign Theatrical, Home video, and Television Distribution for available rights
Lonesome Dove Soundtrack	Polygram Group Canada	07/28/00	Exclusive right to manufacture and sell Lonesome Dove Soundtrack in Canada
Lonesome Dove, Return to Lonesome Dove and Streets of Laredo	Publisher's Clearing House	04/30/98	Offering titles through monthly mailer piece.

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
For Pete's Sake Gift Set w/Plush	QVC	07/31/98	Promotion and sale of the videos on QVC's televised shopping programs
Little Rascals Gift Sets (vol. 1-12)	Reader's Digest	06/30/98	Sales through RD catalog club
Captains Courageous, Young Ivanhoe, A Young Connecticut Yankee in King Arthur's Court and Kidnapped	Reader's Digest Young Families Inc.	*Test period. 06/30/98* *RD has option to extend agreement to 06/30/01 after test period.	Direct mail and telemarketing rights in U.S. and territories
Somebody To Love	Rentrak Corporation	04/07/98	PPT in U.S. and Canada
Legends of The American West (5 one-half hour programs)	RHI Entertainment, Inc.	* 7 years from delivery	**1st Territory: Exclusive distribution of programs in all language versions in the following media: videogram and video cassette and all tv ***2nd Territory: Exclusive distribution of programs in all language version via all forms of tv other than Non-standard format; non-exclusive distribution of programs in all language versions in the following media: videogram and video cassette and non-standard tv. Specifically excluded from dist. of videogram and videocassette in United Kingdom and Eire **1st Territory: World excluding U.S., Canada, Central America, Caribbean, and Mexico ***2nd Territory: Central America, Caribbean, and Mexico

**CABIN FEVER ENTERTAINMENT
Subdistribution Agreements**

<u>Film Title</u>	<u>Licensee</u>	<u>Expiration Date</u>	<u>Rights Granted</u>
Mercat 4 a.k.a. Firestorm	Showtime	07/31/98	Exhibition on Showtime
Chase Moran (a.k.a. Assault On Dome 4)	USA Networks (Sci-Fi Channel) (not executed)	First window - 02/01/97 - 03/01/97 Second window - 02/01/98 - 01/31/03 Third window - 02/01/05 - 03/31/10 or last permitted exhibition, whichever is earlier	Exclusive license for four exhibition days during first window, 25 exhibition days during second window and during third window on Sci-Fi program service in the U.S. and its territories
Secret Agent Club, Santa with Muscles	TNT, Inc.	05/31/03	15 exhibition days per year in the U.S. and its territories on TBS SuperStation, TNT or up to two additional program services owned or operated by TBS Inc.
Freebird...The Movie	VH1 (MTV Networks)	03/21/00	Exclusive cable television exhibition on VH-1 (maximum of 50 exhibition days)
Painted Hero	WIN (World International Network)	12/06/19	Exclusive foreign tv, video, ancillary, and foreign theatrical rights throughout the world, excluding the U.S. and excluding English speaking Canadian home video rights, but including the rest of the Rights in Canada, and Spanish language rights in Puerto Rico.

SCHEDULE 1.3(a)

Bank: Wachovia Bank, N.A.
Winston Salem, North Carolina

Bank Transit Routing Number/ABA Number: 053100494

Account Number: 8738031470

Account Name: UST Inc.

Schedule 1.4(c)

CABIN FEVER ENTERTAINMENT
REMAINING CAPITAL COMMITMENTS @ 11/30/97

TITLE/PROJECTS

WHITE RAVEN	\$ 73,883
BLUE RIDER MULTI-PICTURE DEAL	325,000
ROYAL OAKS KIDS MULTI-PICTURE DEAL	125,000
PAPPYLAND	80,769
ROYAL OAKS #2	1,040,000
ROYAL OAKS #1	146,250
HOSTILE INTENT/BONE DADDY	325,000
EXCEPTION TO THE RULE	146,000
THE ONLY THRILL	475,000
EXECUTIVE POWER	65,000
ACTS OF BETRAYAL	97,000
RODEO SPORTSCOM	<u>21,500</u>
TOTAL COMMITMENTS	<u>\$2,920,402</u>

Schedule 1.4(c)

**DETAILS OF CAPITAL COMMITMENT PAYMENTS
DECEMBER 1, 1997 THRU FEBRUARY 20, 1998**

As of 11/30/97

\$2,920,402

DECEMBER 1997

12/03/97	ROYAL OAKS #2	\$100,000	
12/05/97	EXCEPTION TO THE RULE	146,000	
12/10/97	THE ONLY THRILL	475,000	
12/10/97	EXECUTIVE POWER	65,000	
12/15/97	ROYAL OAKS #2	200,000	
12/18/97	ROYAL OAKS #2	<u>300,000</u>	
	TOTAL	1,286,000	<u>(1,286,000)</u>

1,634,402

JANUARY 1998

01/09/98	PAPPYLAND	30,769	
01/20/98	ACTS OF BETRAYAL	97,000	
01/21/98	BLUE RIDER -		
	CLOWN AT MIDNIGHT	56,875	
01/27/98	PAPPYLAND	<u>50,000</u>	
	TOTAL	234,644	

FEBRUARY 1998

02/18/98	BLUE RIDER -		
	CLOWN AT MIDNIGHT	81,250	
02/19/98	RODEO SPORTSCOM	6,329	
02/20/98	ROYAL OAKS #1	<u>53,125</u>	
	TOTAL	140,704	

Schedule 2.3

Hart-Scott-Rodino Antitrust Improvements Act of 1976

Schedule 2.4

None

Schedule 2.5

1. RHI
2. Hit Entertainment - Litigation based on CFE's termination of its obligations with respect to "The Elevator."
3. Steve Osburn - Claim of copyright infringement in connection with screenplay for "Sioux City."
4. "Kenny Rogers Christmas Show" - Claim for unauthorized inclusion of musical composition in program distributed by CFE. RHI providing indemnity and defense.
5. "Sky Dancers" - Abrams-Gentile has disputed CFE's termination of its obligations.
6. Lou Diamond Phillips - Actor has asked for explanation of sums due as contingent compensation in connection with "Sioux City." CFE has responded to inquiry.
7. "Frankie The Fly" - DGA claim that certain personnel were not paid.
8. Kenny Rogers Productions - DGA/SAG/WGA requested direct payment of sums otherwise due to Kenny Rogers Productions ("KRP") in connection with "Kenny Rogers: A Christmas Show" and "The Gambler Returns." CFE responded that (a) CFE has no payment obligations to KRP with respect to the former, and with respect to the latter, CFE is substantially unrecouped.

SCHEDULES TO ASSET PURCHASE AGREEMENT

<i>Schedule</i>	<i>Description</i>	<i>Responsible Party</i>	<i>Completed</i>
1.0	Affiliates of CFE	FWRV	X
1.1(a)(iv)	CFE Owned Productions (Name of Production; Percentage of Copyright Owned by CFE; Name of Co-Copyright Holder, if any)	FWRV	X
1.1(a)(v)	Unrecouped Advances (Amount of advance; party; to whom owned)	FWRV	X
1.1(b)(ii)	Master Recordings, Related Music and Promotional Videos which are Excluded Assets	FWRV	X
1.2(a)(iii)	List of CFE Licenses (with CFE as Licensor) which have Obligations Accruing after Closing Date (Description of license agreements and post-closing obligations, including amount)	FWRV	X
1.3(a)	Wire Transfer Instructions	FWRV	X
1.4(b)	Joint Notice To Customers of CFE	FWRV	<i>Draft</i>
1.4(c)	Capital Commitments as of 11/30/97	FWRV	X
2.3	Conflicts of CFE	FWRV	X
2.4	Restrictions on CFE's right to assign the License Agreements, the Additional Rights and the balance of the Acquired Assets.	FWRV	X
2.5	Litigation	FWRV	X

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Schedule 5.2(a)(ii)

<i>Schedule</i>	<i>Description</i>	<i>Responsible Party</i>	<i>Completed</i>
5.2(a)(ii)	Closing List to Asset Purchase Agreement	FGK&S	X
6.1(c)	Releases	HHR	X
6.2(d)	HEI Guarantee	FGK&S	X
6.3(d)	UST Guarantee	FWRV	X

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MISCELLANEOUS DOCUMENTS TO BE DELIVERED AT CLOSING UNDER THE ASSET PURCHASE AGREEMENT

Schedule	Description	Responsible Party	Completed
5.2(a)(i)	Bill of Sale of CFE	FGK&S	
5.3(a)(ii)	Assignment and Assumption Agreement between HEDC and CFE	FGK&S	
6.2(b)	Certificate of HEDC	FGK&S	
6.3(b)	Certificate of CFE	FWRV	

Handwritten initials/signature


RELEASE

For good and valuable consideration (including without limitation the execution of the Asset Purchase Agreement made and entered into as of March 2, 1998 (the "Asset Purchase Agreement") and the Receivables Purchase Agreement made and entered into as of March 2, 1998 (the "Receivables Purchase Agreement") between Hallmark Entertainment Distribution Company ("HEDC") and Cabin Fever Entertainment Inc. ("CFE")), the receipt of which is hereby acknowledged, HALLMARK CARDS, INCORPORATED, a corporation organized under the laws of the State of Missouri, and each of its respective predecessors, successors, assignors, assignees, present and former affiliates, subsidiaries (including without limitation Hallmark Entertainment, Inc., HEDC and RHI Entertainment, Inc. ("RHI")) and shareholders, and each of their respective directors, officers, employees, agents, advisors, attorneys, representatives, heirs, executors and administrators, as the case may be (collectively, the "RELEASORS"), hereby release and forever discharge UST, Inc., a corporation organized under the laws of the State of Delaware, and each of its respective predecessors, successors, assignors, assignees, present and former affiliates, subsidiaries (including without limitation UST Enterprises Inc. and CFE) and shareholders, and each of their respective directors, officers, employees, agents, advisors, attorneys, representatives, heirs, executors and administrators, as the case may be (collectively, the "RELEASEES"), from and against any and all actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, controversies, agreements, promises, variances, trespasses, damages, judgments,

extents, executions, claims and demands whatsoever, in law or in equity, which the RELEASORS or any of them now have, or hereafter can, shall or may have, against the RELEASEES or any of them for, upon or by reason of any matter, claim, cause or thing whatsoever arising out of or in any way related to the License Agreements (as that term is defined in the Asset Purchase Agreement) or the facts asserted in the civil lawsuits entitled *Cabin Fever Entertainment Inc. v. RHI Entertainment, Inc., et al.*, Case No. 97 Civ. 4339 (RPP) in the United States District Court for the Southern District of New York, or *Cabin Fever Entertainment Inc. v. RHI Entertainment, Inc., et al.*, Index No. 97/603964 in the Supreme Court of the State of New York, County of New York, with the exception of: (a) the parties' obligations to each other set forth in the Asset Purchase Agreement and the Schedules thereto (including without limitation RHI's ongoing indemnification obligations with respect to any breach by RHI of its written representations and warranties to CFE as set forth in the sections of the License Agreements designated as such); and (b) the parties' obligations to each other set forth in the Receivables Purchase Agreement.

This release shall be governed by New York law without regard to principles of conflict of laws, and may not be modified or amended except in a writing signed by all parties.

IN WITNESS THEREOF, the RELEASORS have caused this RELEASE to be executed this 2nd day of March, 1998.

By:  _____
 Title: _____

RELEASE

For good and valuable consideration (including without limitation the execution of the Asset Purchase Agreement made and entered into as of March 2, 1998 (the "Asset Purchase Agreement") and the Receivables Purchase Agreement made and entered into as of March 2, 1998 (the "Receivables Purchase Agreement") between Hallmark Entertainment Distribution Company ("HEDC") and Cabin Fever Entertainment Inc. ("CFE")), the receipt of which is hereby acknowledged, UST INC., a corporation organized under the laws of the State of Delaware, and each of its respective predecessors, successors, assignors, assignees, present and former affiliates, subsidiaries (including without limitation UST Enterprises Inc. and CFE) and shareholders, and each of their respective directors, officers, employees, agents, advisors, attorneys, representatives, heirs, executors and administrators, as the case may be (collectively, the "RELEASORS"), hereby release and forever discharge Hallmark Cards, Incorporated, a corporation organized under the laws of the State of Missouri, and each of its respective predecessors, successors, assignors, assignees, present and former affiliates, subsidiaries (including without limitation Hallmark Entertainment, Inc., HEDC and RHI Entertainment, Inc. ("RHI")) and shareholders, and each of their respective directors, officers, employees, agents, advisors, attorneys, representatives, heirs, executors and administrators, as the case may be (collectively, the "RELEASEES"), from and against any and all actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands

whatsoever, in law or in equity, which the RELEASORS or any of them now have, or hereafter can, shall or may have, against the RELEASEES or any of them for, upon or by reason of any matter, claim, cause or thing whatsoever arising out of or in any way related to the License Agreements (as that term is defined in the Asset Purchase Agreement) or the facts asserted in the civil lawsuits entitled *Cabin Fever Entertainment Inc. v. RHI Entertainment, Inc., et al.*, Case No. 97 Civ. 4339 (RPP) in the United States District Court for the Southern District of New York, or *Cabin Fever Entertainment Inc. v. RHI Entertainment, Inc., et al.*, Index No. 97/603964 in the Supreme Court of the State of New York, County of New York, with the exception of: (a) the parties' obligations to each other set forth in the Asset Purchase Agreement and the Schedules thereto (including without limitation RHI's ongoing indemnification obligations with respect to any breach by RHI of its written representations and warranties to CFE as set forth in the sections of the License Agreements designated as such); and (b) the parties' obligations to each other set forth in the Receivables Purchase Agreement.

This release shall be governed by New York law without regard to principles of conflict of laws, and may not be modified or amended except in a writing signed by all parties.

IN WITNESS THEREOF, the RELEASORS have caused this RELEASE to be executed this 2nd day of March, 1998.

By: Robert J. D'Almondo

Title: Sr. V.P. & Controller

GUARANTY AGREEMENT

March 2, 1998

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Hallmark Entertainment, Inc., a Delaware corporation ("Guarantor"), hereby guarantees to Cabin Fever Entertainment Inc., a Delaware corporation ("CFE"), the full and timely performance by Hallmark Entertainment Distribution Company, a Delaware corporation ("HEDC"), of all of HEDC's obligations, including without limitation indemnification obligations, pursuant to the Asset Purchase Agreement (the "Purchase Agreement") dated of even date herewith between HEDC and CFE (as such Purchase Agreement is presently written or hereafter amended in accordance with the terms thereof) in the same manner and to the same extent as though the Purchase Agreement were executed by Guarantor (the "Guaranteed Obligations"). Guarantor agrees that in the event of the failure of HEDC to perform the Guaranteed Obligations when due under the Purchase Agreement, Guarantor will promptly perform such obligations that may be due.

2. This Guaranty and the covenants contained herein constitute separate, distinct and direct obligations on Guarantor's part and a separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against HEDC or whether or not HEDC is joined in any such action or actions. Guarantor agrees that in the event CFE desires to enforce any rights or remedies under the Purchase Agreement, CFE may proceed against Guarantor without first exhausting any rights or remedies which CFE may have against HEDC and Guarantor hereby waives any right to require CFE to proceed against HEDC or to proceed against or exhaust any security whether now held or hereafter acquired from HEDC.

3. Guarantor hereby waives diligence, presentment, protest, notice of protest, demand for performance, notice of nonperformance, default or nonpayment in the performance of the Guaranteed Obligations and notice of acceptance of this Guaranty.

4. Guarantor's obligations and undertakings hereunder shall not be impaired, nor shall Guarantor be released from such obligations and undertakings, by reason of the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets of HEDC, or the marshalling of assets and liabilities of HEDC or receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting HEDC or any of its assets or the disaffirmance of the Purchase Agreement in such proceedings.

5. Notwithstanding any payment or payments made by Guarantor hereunder or any set-off or application of funds of Guarantor by CFE, Guarantor shall not be entitled to be subrogated to any of the rights of CFE against HEDC, nor shall Guarantor seek any

reimbursement from HEDC in respect of payments made by Guarantor hereunder, until all amounts owing to CFE by HEDC for or on account of the Guaranteed Obligations are indefeasibly paid in full. If, notwithstanding the provisions of this paragraph, Guarantor shall become entitled to present any claim or receive a distribution on account of any such subrogation rights in any bankruptcy, insolvency, reorganization or other similar proceeding in respect of HEDC, Guarantor's rights in respect of such claim or distribution shall be subject and subordinate to the rights of CFE against HEDC in respect of the Guaranteed Obligations, and any monies to which Guarantor would otherwise be entitled in any such proceeding shall, instead, be paid over to CFE until the Guaranteed Obligations shall be paid in full.

6. In the event CFE institutes an action to enforce CFE's rights pursuant to this Guaranty, CFE and Guarantor hereby agree that the losing party shall pay reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in connection with the enforcement of this Guaranty.

7. All notices which either party shall be required to or shall desire to give to the other party in connection with this Guaranty shall be personally delivered or sent by telex, telecopier or by registered or certified mail, postage prepaid, addressed as follows:

To CFE:

Cabin Fever Entertainment Inc.
100 West Putnam Avenue
Greenwich, Connecticut 06830
Attn: Corporate Secretary
Facsimile No.: (203) 863-5332

with a copy to:

Franklin, Weinrib, Rudell & Vassallo, P.C.
488 Madison Avenue
New York, New York 10022
Attn: Michael I. Rudell, Esq. and Nicholas Gordon, Esq.
Facsimile No.: (212) 308-0642

To Guarantor:

Hallmark Entertainment, Inc.
c/o Hallmark Cards, Incorporated
2501 McGee M.D. #342
Kansas City, Missouri 64108
Attention: Mr. Robert Druten
Facsimile No: (816) 274-8203

with a copy to:

Frankfurt, Garbus, Klein & Selz, P.C.
488 Madison Avenue
New York, New York 10022
Attn: Thomas D. Selz, Esq.
Facsimile No.: (212) 593-9175

Notices sent in the manner herein provided shall be deemed given on the day of delivery, the day of transmission, or the day on which they were so mailed, as applicable. Either party may from time to time designate a new address to which notices are thereafter to be sent.

8. This Guaranty may not be amended, supplemented, terminated or discharged, except by an agreement in writing signed by both parties.

9. This Guaranty may be executed in counterparts, all of which shall be considered one and the same agreement.

10. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal and state courts located within New York County in connection with any matter based upon or arising out of this Guaranty or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

11. The invalidity or unenforceability of any provision herein shall not effect any other provision, and any invalid or unenforceable provision shall be limited only to the extent necessary to conform to law and as to most closely carry out the intent of the parties hereto.

12. This Guaranty and all of the terms and provisions hereof shall be binding on and inure to the benefit of the successors, transferees, and assigns of each of the parties hereto.

HALLMARK ENTERTAINMENT, INC.

By: _____
An Authorized Signatory

ACCEPTED AND AGREED:

CABIN FEVER ENTERTAINMENT INC.

By: _____
An Authorized Signatory

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GUARANTY AGREEMENT

March 2, 1998

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, UST Inc., a Delaware corporation ("Guarantor"), hereby guarantees to Hallmark Entertainment Distribution Company, a Delaware corporation ("HEDC"), the full and timely performance by Cabin Fever Entertainment Inc., a Delaware corporation ("CFE"), of all of CFE's obligations, including without limitation indemnification obligations, pursuant to the Asset Purchase Agreement (the "Purchase Agreement") dated of even date herewith between HEDC and CFE (as such Purchase Agreement is presently written or hereafter amended in accordance with the terms thereof) in the same manner and to the same extent as though the Purchase Agreement were executed by Guarantor (the "Guaranteed Obligations"). Guarantor agrees that in the event of the failure of CFE to perform the Guaranteed Obligations when due under the Purchase Agreement, Guarantor will promptly perform such obligations that may be due.

2. This Guaranty and the covenants contained herein constitute separate, distinct and direct obligations on Guarantor's part and a separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against CFE or whether or not CFE is joined in any such action or actions. Guarantor agrees that in the event HEDC desires to enforce any rights or remedies under the Purchase Agreement, HEDC may proceed against Guarantor without first exhausting any rights or remedies which HEDC may have against CFE and Guarantor hereby waives any right to require HEDC to proceed against CFE or to proceed against or exhaust any security whether now held or hereafter acquired from CFE.

3. Guarantor hereby waives diligence, presentment, protest, notice of protest, demand for performance, notice of nonperformance, default or nonpayment in the performance of the Guaranteed Obligations and notice of acceptance of this Guaranty.

4. Guarantor's obligations and undertakings hereunder shall not be impaired, nor shall Guarantor be released from such obligations and undertakings, by reason of the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets of CFE, or the marshalling of assets and liabilities of CFE or receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting CFE or any of its assets or the disaffirmance of the Purchase Agreement in such proceedings.

5. Notwithstanding any payment or payments made by Guarantor hereunder or any set-off or application of funds of Guarantor by HEDC, Guarantor shall not be entitled to be subrogated to any of the rights of HEDC against CFE, nor shall Guarantor seek any

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reimbursement from CFE in respect of payments made by Guarantor hereunder, until all amounts owing to HEDC by CFE for or on account of the Guaranteed Obligations are indefeasibly paid in full. If, notwithstanding the provisions of this paragraph, Guarantor shall become entitled to present any claim or receive a distribution on account of any such subrogation rights in any bankruptcy, insolvency, reorganization or other similar proceeding in respect of CFE, Guarantor's rights in respect of such claim or distribution shall be subject and subordinate to the rights of HEDC against CFE in respect of the Guaranteed Obligations, and any monies to which Guarantor would otherwise be entitled in any such proceeding shall, instead, be paid over to HEDC until the Guaranteed Obligations shall be paid in full.

6. In the event HEDC institutes an action to enforce HEDC's rights pursuant to this Guaranty, HEDC and Guarantor hereby agree that the losing party shall pay reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in connection with the enforcement of this Guaranty.

7. All notices which either party shall be required to or shall desire to give to the other party in connection with this Guaranty shall be personally delivered or sent by telex, telecopier or by registered or certified mail, postage prepaid, addressed as follows:

To Guarantor:

UST Inc.
100 West Putnam Avenue
Greenwich, Connecticut 06830
Attn: General Counsel
Facsimile No.: (203) 661-5613

with a copy to:

Franklin, Weinrib, Rudell & Vassallo, P.C.
488 Madison Avenue
New York, New York 10022
Attn: Michael I. Rudell, Esq. and Nicholas Gordon, Esq.
Facsimile No.: (212) 308-0642

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To HEDC:

Hallmark Entertainment Distribution Company
c/o Hallmark Cards, Incorporated
2501 McGee M.D. #342
Kansas City, Missouri 64108
Attention: Mr. Robert Druten
Facsimile No: (816) 274-8203

with a copy to:

Frankfurt, Garbus, Klein & Selz, P.C.
488 Madison Avenue
New York, New York 10022
Attn: Thomas D. Selz, Esq.
Facsimile No.: (212) 593-9175

Notices sent in the manner herein provided shall be deemed given on the day of delivery, the day of transmission, or the day on which they were so mailed, as applicable. Either party may from time to time designate a new address to which notices are thereafter to be sent.

8. This Guaranty may not be amended, supplemented, terminated or discharged, except by an agreement in writing signed by both parties.

9. This Guaranty may be executed in counterparts, all of which shall be considered one and the same agreement.

10. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal and state courts located within New York County in connection with any matter based upon or arising out of this Guaranty or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

11. The invalidity or unenforceability of any provision herein shall not effect any other provision, and any invalid or unenforceable provision shall be limited only to the extent necessary to conform to law and as to most closely carry out the intent of the parties hereto.

12. This Guaranty and all of the terms and provisions hereof shall be binding on and inure to the benefit of the successors, transferees, and assigns of each of the parties hereto.

UST INC.

By: _____
An Authorized Signatory

ACCEPTED AND AGREED:

HALLMARK ENTERTAINMENT
DISTRIBUTION COMPANY

By: _____
An Authorized Signatory