

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PricewaterhouseCoopers Inc.		06/02/1999	Receiver and Manager of Paragon Entertainment Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flaming Films Inc.		
<b>Street Address:</b>	35-39 La Colomberie		
<b>City:</b>	St. Helier, Jersey		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	JE2 4QB		
<b>Entity Type:</b>	COMPANY: BAHAMAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1357676	HAND MADE FILMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)580-1189		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-580-1180		
<b>Email:</b>	aolson@olsonhierl.com		
<b>Correspondent Name:</b>	Arne M. Olson		
<b>Address Line 1:</b>	20 N. Wacker Drive		
<b>Address Line 2:</b>	36th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	300364-1		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	OLSON & HIERL LTD.		

CH \$40.00 1357676

Address Line 1: 20 N. Wacker Drive  
Address Line 2: 36th Floor  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Arne M. Olson
Signature:	/Arne M. Olson/
Date:	10/11/2006

**Total Attachments: 15**

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Dated June 2<sup>nd</sup>, 1999

1. PRICEWATERHOUSECOOPERS INC., in its capacity as Receiver and Manager of Paragon Entertainment Corporation
2. FLAMING FILMS INC.

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**AGREEMENT  
FOR SALE AND PURCHASE OF  
FILM LIBRARY AND DISTRIBUTION BUSINESS**

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**THORNTON GROUT FINNIGAN  
Barristers and Solicitors  
77 King Street West, Suite 2200, PO Box 329  
Royal Trust Tower, Toronto-Dominion Centre  
Toronto, Ontario, Canada M5K 1K7**

Telephone: (416) 304-1616  
Facsimile: (416) 304-1313

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Schedules

Schedule "A" - Film Library

Schedule "B" - List of Materials

Schedule "C" - Bill of Sale and General Conveyance

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 1999

**BETWEEN**

- (1) PRICEWATERHOUSECOOPERS INC. (the "Receiver") whose principal place of business in Canada is at 145 King Street West, Toronto, Ontario, Canada M5H 1V8 acting in its capacity as Receiver and Manager of Paragon Entertainment Corporation and not in its personal capacity; and
- (2) FLAMING FILMS INC. (the "Purchaser") whose administrative offices are located at Queen's House, Don Road, St. Helier, Jersey C.I. JF4 5ZA (P.O. Box 645 for postal communications).

**WHEREAS:**

- (A) Paragon Entertainment Corporation ("Paragon") owns certain assets which the Purchaser wishes to purchase;
- (B) The Receiver was appointed receiver of Paragon pursuant to the terms of an Order of the Ontario Court (General Division) dated June 2, 1998, as amended by further Orders of the Ontario Court (General Division) dated July 29, 1998 and November 3, 1998, respectively;
- (C) The Receiver has agreed to sell Paragon's right, title and interest, if any, in the business and assets referred to herein to the Purchaser at the price and on the terms set out below.

NOW THEREFORE for consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged by the parties, the Receiver and the Purchaser agree as follows:

1. INTERPRETATION

1.1 In this agreement, unless the context otherwise requires, the words and expressions set out below shall have the meanings respectively given to them:

"Best Efforts": for greater certainty, the use of best efforts by a party shall not require such party to make any payment, offer valuable consideration to any other party or assume any obligation to such other party;

the "Business" means the business of feature film distribution and sales of Paragon as carried on in any part of the world in relation exclusively to the Film Library at the date of this agreement;

"Business Day" means a day, other than a Saturday or Sunday on which the banks in London and Toronto are generally open for business;

"Completion" means the completion of the sale and purchase of the Transferred Assets in accordance with this agreement;

the "Contracts" means the benefit, subject to the burden, of all contracts, orders or engagements (including without limitation all sales and distribution and ancillary rights) made by or on behalf of Paragon or the Receiver relating to the Film Library and the Business on or before the Effective Date, insofar as these remain (in whole or in part) outstanding as at the Effective Date but excluding any interest in the Excluded Property;

the "Debts" means all debts or other sums due or payable to Paragon or the Receiver in respect of the Film Library and the Business on or before the Effective Date together with all unrecovered advances, sums outstanding under trade debtor accounts and rights of set-off in respect thereof on the Effective Date;

"Deposit" means a non-refundable deposit in the amount of U.S. \$400,000.00 which shall be credited against the Purchase Price on Completion in accordance with Section 3.2 hereof;

the "Effective Date" means close of business on the date of Completion;

the "Excluded Property" means the film entitled "Life of Brian";

the "Film Library" means the feature films listed in Schedule A and all rights therein (including without limitation all sequel and remake rights, if any, to such films and rights, if any, to the script for Time Bandits II) but for greater certainty does not include "Life of Brian";

the "Goodwill" means the goodwill of Paragon in relation to the Film Library and the Business, so as to include the use of customer lists and order books, and the right for the Purchaser to hold itself out as successor in business to Paragon in respect of the Business;

the "Intellectual Property" means all rights in the name "HandMade" and "HandMade Films" and any business and trade names, trade marks, registered designs and copyrights and all claims to or applications for them and all other intellectual property rights owned by Paragon used by it exclusively in the Business on the Effective Date in any part of the world;

the "Information" means all customer names and lists and any advertising or other promotional materials relating exclusively to the Business;

the "Materials" means all prints, negatives, internegatives and masters of films in the Film Library and all related materials in existence owned by Paragon (wherever held), a list of which is attached hereto as Schedule B;

the "Project" means all such rights as the Receiver and/or Paragon shall presently own or be entitled to in respect of the remake, sequel or prequel (or similar) in and to "Time Bandits" including but not limited to the existing script for such a sequel/remake;

the "Purchase Price" has the meaning set out in clause 3.1;

the "Records" means all accounting and other records relating to the Business;

the "Remake Rights" means all sequel and remake rights, if any, to the films in the Film Library;

the "Transferred Assets" means:

- (a) the Goodwill;
  - (b) the Film Library;
  - (c) the Remake Rights;
  - (d) the Project;
  - (e) the Intellectual Property;
  - (f) the Materials;
  - (g) the benefit (subject from the Effective Date onwards only to the burden) of the Contracts;
  - (h) the Debts; and
  - (i) the Information.
- (j) *The Project*

but, for greater certainty, does not include any interest in the Excluded Property.

- 1.2 References in this agreement to statutes shall include any statute, by-law, regulation or delegated legislation modifying, re-enacting, extending or made pursuant to the same or which is modified, re-enacted, or extended by the same.
- 1.3 References in this agreement to clauses, sub-clauses and Schedules are references to those contained in this agreement.
- 1.4 The Schedules to this agreement are an integral part of this agreement and reference to this agreement shall include reference thereto.
- 1.5 Headings are for ease of reference only and shall not affect the construction of this agreement.

09.1

2. SALE AND PURCHASE

- 2.1 The Receiver agrees to sell and the Purchaser agrees to purchase all of the Receiver's rights, title and interest, if any, (to the full extent of Paragon's interest) in and to the Transferred Assets upon and subject to the terms set out in this agreement.
- 2.2 The insurance risk and all other risk in all of the Transferred Assets shall pass to the Purchaser at the close of business on the Effective Date.

3. CONSIDERATION

- 3.1 The price payable by the Purchaser for the Transferred Assets shall be the sum of U.S.\$3,000,000.00 (the "Purchase Price"). Prior to Completion the Purchaser, acting reasonably, shall inform the Receiver how the Purchase Price is to be allocated between the Transferred Assets.
- 3.2 Upon execution of this Agreement by each of the Receiver and the Purchaser, the Purchaser shall pay the Deposit to the Receiver to be held in trust by the Receiver and applied against the Purchase Price upon Completion. The Receiver shall place the Deposit in a separately designated interest bearing account and any interest earned on the Deposit shall also be applied against the Purchase Price upon Completion. The Purchaser and the Receiver agree that the Receiver shall be entitled to retain the Deposit and any interest earned thereon whether or not the transaction contemplated hereby is completed, save and except as set out in section 3.3 hereof.
- 3.3 In the event that the transaction contemplated hereby is not completed as a result of the Receiver not obtaining either of the Court approvals required by section 9.1 hereof by the date set out in section 9.2 hereof, or failure to deliver the Materials in accordance with clause 10.1 below, the Receiver shall refund the Deposit and any interest earned thereon to the Purchaser forthwith upon receipt of a written request therefor from the Purchaser. In the event that the transaction contemplated hereby is not completed for any reason other than those contemplated by this clause 3.3, the Receiver shall be entitled to retain the Deposit and any interest earned thereon.

4. PARAGON'S LIABILITIES

- 4.1 Except as set out herein, the Purchaser shall not assume any debts, liabilities or claims by trade and other creditors or third parties (including without limitation all wages and other employee costs, taxes and social security costs) accrued or incurred in respect of the Business prior to or payable in respect of the period prior to the Effective Date.
- 4.2 No employees of Paragon or the Receiver shall transfer to or be employed by the Purchaser as a result of the transaction contemplated herein.

5. PURCHASER'S LIABILITIES



- 5.1 The Purchaser shall be responsible for all the liabilities of the Business attributable to the Transferred Assets which arise on or after the Effective Date.
- 5.2 The Purchaser shall assume the Contracts with effect from the Effective Date (and for greater certainty the Purchaser is only assuming the liabilities which arise under the Contracts on or after the Effective Date).
- 5.3 Pending their formal novation or assignment, or informal novation or assignment by a course of dealing, the Purchaser will (unless the same are terminated or otherwise discharged or amended) carry out the Contracts on behalf of Paragon, on terms that the Purchaser shall receive any benefit and shall discharge any expense, obligation or liability arising after the Effective Date. The Receiver shall not be responsible to obtain formal novations or assignments of any of the Contracts, provided that the Receiver shall assist the Purchaser, at the Purchaser's expense (but without any additional compensation to the Receiver above direct costs incurred by the Receiver), in obtaining formal novations or assignments of the Contracts in a form reasonably acceptable to the Purchaser.
- 5.4 The Purchaser shall be liable for any taxes or duties payable on, or in relation to, this agreement including, without limitation, all stamp duties, sales taxes and goods and services taxes.
- 5.5 The Purchaser undertakes to indemnify and keep the Receiver fully and effectively indemnified against all claims, costs, demands, liabilities, actions and expenses of whatsoever nature and howsoever arising from the Contracts and other contracts which the Purchaser has taken over pursuant to the provisions of this Agreement, provided always that the cause of action arose on or after the Effective Date.

## 6. PENDING COMPLETION

Between the date hereof and Completion, the Receiver shall:

- 6.1 preserve the Transferred Assets in the same condition as prior to the date hereof;
- 6.2 prevent the Transferred Assets becoming subject to any lien, charge, encumbrance or other security interest;
- 6.3 retain such title to the Transferred Assets as it currently may possess;
- 6.4 manage the Business in the same manner that it is currently being managed.

## 7. COMPANY RECORDS

- 7.1 Upon Completion the Records shall be delivered to the Purchaser in London. The Purchaser shall not require the delivery of any documents which are not in the possession

or control of the Receiver and the Receiver shall not in any circumstances be required to pay any amounts or incur any obligations to provide any further documents to the Purchaser. Following Completion, the Purchaser shall make the Records available to the Receiver for 4 years during normal business hours and on reasonable notice, insofar as the Receiver may reasonably need to see, and if it wishes, copy the Records at its own expense.

## 8. EXCLUSION OF WARRANTIES

- 8.1 The interest in the Transferred Assets which the Receiver sells and the Purchaser buys is such right, title and interest, if any, as the Receiver and/or Paragon may have at the commencement of business on the Effective Date, and references to the Transferred Assets shall mean such right, title and interest, if any.
- 8.2 The Purchaser acknowledges that the transfer of the Transferred Assets hereunder is on an "as is" basis with no representations, warranties and conditions in relation to the sale of the Transferred Assets save for those expressly set out in this Agreement. Without limiting those general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, merchantable quality, fitness for any particular purpose and as to description, either as regards the Transferred Assets or any asset the use of which by the Purchaser may be permitted hereunder.
- 8.3 The Transferred Assets are sold in their state and condition as at the Effective Date.

## 9. CONDITIONS

- 9.1 This Agreement shall only be conditional upon:
- (a) the Receiver obtaining an order of the Ontario Superior Court of Justice, in terms acceptable to the Receiver and the Purchaser, each acting reasonably, approving the Completion of this Agreement and the sale of the Transferred Assets hereunder, such approval to include an order vesting the Transferred Assets in the Purchaser free and clear of all encumbrances as at the Effective Date; and
  - (b) the Receiver obtaining a sealed copy of the May 13, 1999 order of the High Court of Justice in England discharging the Mareva injunction issued against Paragon dated March 24, 1998
- 9.2 The conditions set out in clause 9.1 are for the joint benefit of the Receiver and the Purchaser and may only be waived in writing by both parties. For greater certainty, no interest, legal, equitable or otherwise, in the Transferred Assets has been or will be conveyed until the conditions in clause 9.1 are satisfied or waived. If the above conditions are not satisfied within 60 days after the date hereof, or such other date as the parties may agree upon in writing, this Agreement shall thereupon lapse and no party shall be under any obligation to another with respect to the terms hereof, except with respect to obligations, if any, pursuant to Sections 3.2 and 3.3 hereof.

## 10. COMPLETION

- 10.1 In addition to the conditions set out in Section 9.1 hereof, Completion shall be conditional upon the Receiver delivering the Materials to a laboratory of the Purchaser's nomination in the United Kingdom (the "Purchaser's Laboratory") in their current state and condition, free and clear of all liens and encumbrances. Prior to delivery of the Materials, such laboratory shall provide an undertaking to the Receiver, in a form satisfactory to the Receiver acting reasonably, that all Materials are held to the order of the Receiver until the Receiver provides written instructions to release the Materials to the Purchaser. The condition set out in the first sentence of this Section 10.1 is for the sole benefit of the Purchaser and may only be waived in writing by the Purchaser. If the condition set out in the first sentence of this Section is waived by the Purchaser, such waiver shall be without prejudice to the Purchaser's right to seek an order requiring the Receiver to comply with its obligation to complete delivery of the Materials in accordance with this Section, provided that the Purchaser will not be entitled to seek specific performance of such obligations until all of the following conditions have been satisfied:
- (i) all approvals required by Section 9.1 hereof have been met and any appeal periods with respect to such Orders have expired; and
  - (ii) no party has obtained a judicial or administrative Order restraining the Receiver from completing the transaction contemplated hereby.
- 10.2 Completion of the sale and purchase of the Transferred Assets shall take place at the offices of the Purchaser in London 60 days after the date hereof or such other date as the parties may agree.
- 10.3 On Completion, the Receiver shall let the Purchaser into possession of the Transferred Assets, and the Transferred Assets shall, in the case of tangible items, pass to the Purchaser. Notwithstanding the foregoing, save and except for the Materials, the Receiver shall not be required to pay any amounts or incur any obligations to provide any of the Transferred Assets to the Purchaser and on Completion the Purchaser shall accept the Transferred Assets in their location (save and except for the Materials which shall be delivered to the Purchaser in accordance with clause 10.2 hereof) and state as of the Effective Date.
- 10.4 On Completion, the Deposit shall be released to the Receiver and the balance of the Purchase Price shall be paid to the Receiver by way of bank draft or certified cheque and receipt of such shall constitute a complete discharge of the Purchaser's obligation to pay the Purchase Price. Completion shall not occur until the Receiver has received the Purchase Price.
- 10.5 On Completion, the Receiver shall deliver a bill of sale with respect to the Transferred Assets in the form attached hereto as Schedule "B".

10.6 Following Completion, the Receiver shall not object to the use by the Purchaser, either in the form of a business name or as its own name, of a name similar to or resembling the name "HandMade Films" and the Receiver shall, without further charge, cause the transfer to Purchaser's nominee of the name "HandMade Films Limited" from the company presently bearing such name. Within 30 days of the date of Completion, the Receiver shall have made arrangements for the removal of the name "HandMade" from the corporate and trade names for Paragon and its subsidiaries including, without limitation, HandMade Films Limited.

## 11. WARRANTIES

11.1 The Receiver represents and warrants to and in favour of the Purchaser that:

- (a) it has the right, power and authority to enter into this agreement and to convey the Transferred Assets subject to obtaining approval of the Ontario Court of Justice and of the High Court of Justice in England and, as the case may be, any higher courts;
- (b) none of the Transferred Assets have been made subject to any encumbrance by the Receiver and no commitment has been given by the Receiver to sell the Transferred Assets;
- (c) the Receiver is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada); and
- (d) the Receiver was duly appointed as receiver and manager of Paragon by an Order of the Ontario Court (General Division) dated June 22, 1998, as amended by further Orders of the Ontario Court (General Division) dated July 29, 1998 and November 3, 1998.

11.2 The Purchaser hereby represents, warrants and covenants to and in favour of the Receiver that:

- (a) it is duly incorporated under the laws of its incorporating jurisdiction;
- (b) it has the requisite power and authority to enter into and complete the transaction contemplated by this agreement; and
- (c) all necessary corporate action has been or will be taken by closing to authorize the execution, delivery and performance of this agreement and all documents, deeds and assurances as are reasonably necessary and desirable to complete the transactions contemplated by this agreement;

11.3 The Purchaser hereby acknowledges to and in favour of the Receiver that:

- (a) the Receiver is acting solely in its capacity as Receiver and Manager of Paragon and not in its personal capacity; and
- (b) save and except as are contained herein, the Receiver has made no representations or warranties in favour of the Purchaser, the Purchaser has conducted its own investigations and inspections of the Transferred Assets and all matters in any way connected with this Agreement and the Purchaser has relied upon its own investigations and inspections in entering into this Agreement, including, without limiting the generality of the foregoing, with respect to:
- (i) the title, quality, quantity, marketability, fitness for any purpose, state, condition and location of all or any of the Transferred Assets;
  - (ii) the existence, validity, registration, enforceability and priority of any mortgages, charges, liens, encumbrances, security interests, claims or demands of whatsoever nature and kind affecting or in any way relating to the Transferred Assets; and
  - (iii) the accuracy of any information, records or data furnished by the Receiver or its representatives.

## 12. CHOICE OF LAW

This agreement shall be governed by and construed in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties agree to submit to the exclusive jurisdiction of the Ontario courts as regards any claim, matter or dispute arising in relation to this agreement, provided that any documents conveying assets will be sufficient to convey the assets in accordance with the laws governing such assets at the time of Completion.

## 13. FURTHER ASSURANCE

- 13.1 The Receiver shall after the Effective Date, at the Purchaser's request and at the Purchaser's expense, execute such further deeds and documents as may be reasonably necessary to vest the Transferred Assets, or any relevant part of them, in the Purchaser and carry out the transaction contemplated by this Agreement.
- 13.2 The Purchaser shall after the Effective Date, at the Receiver's request and at the Receiver's expense, execute such further deeds and documents as may be reasonably necessary to carry out the transaction contemplated by this Agreement.

## 14. CONFIDENTIALITY

Unless agreed upon in writing by the parties hereto, the contents and terms of this agreement shall be and remain confidential to the parties, save that:

- (a) the Receiver shall be at liberty to disclose them to the person or persons whose consent to the transaction completed hereby is required and to show appropriate figures in their receivership records, accounts and returns;
- (b) the Purchaser or its affiliates shall be entitled to make an announcement regarding the transaction in compliance with their obligations under the rules of any stock exchange, provided that the contents of such announcement is first approved in writing by the Receiver; and
- (c) any party may make disclosure if required to do so by any court or tribunal of competent jurisdiction, including without limitation, in order to obtain the Court approval and Orders referred to in clause 9.1 hereof.

15. NO PERSONAL LIABILITY OF RECEIVER

The Receiver shall incur no personal liability under, or by virtue of, this agreement, nor in relation to any related matter or claim. In particular the Receiver shall not be liable on any deed or document executed with a view, or for the purpose, of putting this Agreement into effect whether or not such deed or document so provides and the Receiver shall be entitled at any time to have any such deeds or documents amended to include an exclusion of personal liability in the above terms.

16. NOTICES

16.1 Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by first class prepaid or facsimile transmission to the address referred to below:

if to the Receiver:

PricewaterhouseCoopers Inc.  
145 King Street West  
Toronto, Ontario  
M5H 1V8

Attention: Andy Wilczynski  
Telephone No.: (416) 315-5091  
Telecopier No.: (416) 941-8378

with a copy to:

Thomson Group Finningan  
Barristers and Solicitors  
Royal Trust Tower  
Toronto-Dominion Centre  
Suite 2200, PO Box 329  
Toronto, Ontario

MSK 1K7

Attention: Robert I. Thornton/Scott A. Bomhof  
Telephone No.: (416) 304-1616  
Telecopier No.: (416) 360-1313

and a further copy to:

Goodman, Phillips & Vineberg  
Barristers and Solicitors  
250 Yonge Street  
Suite 2400  
Toronto, Ontario  
M5B 2M6

Attention: Geoffrey Morawetz  
Telephone No.: (416) 979-2211  
Telecopier No.: (416) 979-1234

if to the Purchaser:

Flaming Films Inc.  
Queen's House  
Don Road, PO Box 643  
St. Helier  
Jersey, C. I.  
J34 5ZA

Attention: Mr. Meehan  
Telephone No.: 171 924-4535  
Telecopier No.: 171 978-4864

with a copy to:

Hutchinson Boreford Lowe & Co.  
7 Cricklewood Broadway  
London, U.K. NW2 3JR

Attention: Mr. David Lowe  
Telephone No.: 181 208 3134  
Telecopier No.: 181 208 0274

Notice shall be deemed to be received on the day such was telecopied or received, as the case may be, if telecopied or received during regular business hours for the recipient and if the recipient is open for business on that day, failing which notice shall be deemed to be received on the next following day upon which the recipient is open for business.

17. GENERAL

- 17.1 None of the rights or obligations under this agreement may be assigned or transferred without the prior written consent of all the parties.
- 17.2 Each party shall pay the costs and expenses incurred by him in connection with the entering into and completion of this agreement.
- 17.3 This agreement constitutes the entire agreement between the parties in respect of its subject matter and may not be amended except by an instrument in writing duly executed by each of the Receiver and the Purchaser.
- 17.4 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one instrument. This Agreement may be executed and transmitted by telecopier provided that original executed copies shall be exchanged promptly to be substituted for copies executed and transmitted by telecopier.

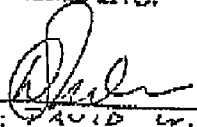
DATED at this day of , 1999

PRICEWATERHOUSECOOPERS INC.,  
in its capacity as Receiver and Manager  
of Paragon Entertainment Corporation and not  
in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Receiver

FLAMING FILMS INC.

Per:   
Name: DAVID W. ROBERTS  
Title: DIRECTOR

I have authority to bind the Corporation



**17. GENERAL**

- 17.1 None of the rights or obligations under this agreement may be assigned or transferred without the prior written consent of all the parties.
- 17.2 Each party shall pay the costs and expenses incurred by him in connection with the entering into and completion of this agreement.
- 17.3 This agreement constitutes the entire agreement between the parties in respect of its subject matter and may not be amended except by an instrument in writing duly executed by each of the Receiver and the Purchaser.
- 17.4 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one instrument. This Agreement may be executed and transmitted by telecopier provided that original executed copies shall be exchanged promptly to be substituted for copies executed and transmitted by telecopier.

DATED at *Toxoto* this *2<sup>nd</sup>* day of *June*, 1999

**PRICEWATERHOUSECOOPERS INC.,**  
in its capacity as Receiver and Manager  
of Paragon Entertainment Corporation and not  
in its personal capacity

Per:

*[Signature]*  
Name: *AWYLCZYNSKI*  
Title: *Senior Vice President*

I have authority to bind the Receiver

**FLAMING FILMS INC.**

Per:

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation