

**FOURTH AMENDMENT AND WAIVER TO
THE AMENDED AND RESTATED SENIOR TERM LOAN AND SECURITY
AGREEMENT**

This Fourth Amendment and Waiver (“Amendment”) to the Amended and Restated Senior Term Loan and Security Agreement is dated effective as of the day of March, 2010, among Echo Bridge Entertainment, LLC, a Delaware Limited Liability Company (“Echo Bridge”) and Platinum Disc, LLC, a Minnesota Limited Liability Company (“Platinum”, and together with Echo Bridge, “Existing Borrowers”), Alliance Atlantis International Distribution, LLC, a Delaware limited liability company (“Alliance”), Echo Bridge AA, LLC, a Delaware limited liability company (“AA” and, together with Alliance the “Guarantors”) and BHC Interim Funding II, L.P. (“Lender”).

BACKGROUND

A. Existing Borrowers, Guarantors, and Lender are parties to that certain Amended and Restated Senior Term Loan and Security Agreement dated as of November 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used without further definition herein shall have the respective meanings set forth in the Loan Agreement.

B. Existing Borrowers and Guarantors have requested that Lender waive Existing Borrowers and Guarantors compliance with Section 6.1(j) of the Loan Agreement and modify the Loan Agreement in certain respects, and Lender has agreed to the foregoing requests on satisfaction of the terms and conditions contained in this Amendment.

NOW THEREFORE, with the foregoing Background incorporated by reference, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Amendment to Loan Agreement. Effective upon satisfaction of the conditions precedent set forth in Section Five hereof, the Loan Agreement is hereby amended as follows:

(a) **Section 1. Definitions.** Section 1 of the Loan Agreement is hereby amended by:

(i) deleting the defined term “Technicolor Replication Agreement” and substituting the following therefor:

“Technicolor Replication Agreement” shall mean the DVD Replication, VHS Duplication and Packaging Services Agreement, dated as of July 1, 2005, by and among Technicolor and Borrowers, as amended through the date hereof by that certain First Amendment to Technicolor Replication Agreement.

(ii) adding the following new defined term in its appropriate alphabetical order:

“First Amendment to Technicolor Replication Agreement” shall mean the First Amendment to the DVD Replication, VHS Duplication and Packaging Services Agreement, dated as of April 1, 2009, by and among Technicolor and Borrowers.

(b) **Section 5.34. Technicolor Replication Agreement.** Section 5.34 of the Loan Agreement is deleted in its entirety.

(c) **Section 6.2. Limitation on Liens.** Section 6.2 of the Loan Agreement is hereby amended by (i) deleting the word “and” immediately preceding subclause (q) thereof, (ii) replacing the period (“.”) at the end of subclause (q) thereof with “; and” and (iii) adding to the end thereof the following new subclause (r):

(r) Liens securing repayment of Replication Advances under the Technicolor Replication Agreement; provided such Liens and the Replication Advances are subject to an intercreditor agreement in a form satisfactory to the Lender.

Section 2. **Ratification of Loan Agreement and Loan Documents.**

(a) This Amendment is incorporated into and made a part of the Loan Agreement and Loan Documents the terms and provisions of which, unless expressly modified by this Amendment, are each ratified and confirmed and continue unchanged and in full force and effect. Nothing in this Amendment is intended in any way to limit or impair or release any liens, security interests or encumbrances that Lender has in Existing Borrowers’ real or personal property, including, without limitation, the Collateral or the priority of such liens, security interests or encumbrances.

(b) The Existing Borrowers and the Guarantors acknowledge that as of February 28, 2010 the Borrowers are indebted to the Lender as follows (in addition to Maintenance Fees of \$3,600,000 and any other amounts payable under the Loan Agreement):

<u>Principal</u>	<u>Interest</u>
Tranche A	
\$3,000,000	Paid currently
\$9,000,000	\$ 2,800,867 (PIK)
Tranche B	
\$8,000,000	\$10,395,296.34 (PIK)

Section 3. **Waiver.** Subject to the satisfaction of the conditions precedent set forth in Section Five below, the Lender hereby consents to waive any violation by the Existing Borrowers and Guarantors of Section 6.1(j) of the Loan Agreement solely with regard to the Existing Borrowers entering into the First Amendment to Technicolor Replication Agreement. This consent and waiver shall not be construed as extending to any other matter, similar or

dissimilar, or entitling the Existing Borrowers or Guarantors to any future consents or waivers regarding similar matters or otherwise. Except to the extent expressly set forth above, this waiver does not constitute a waiver or modification of any provision of the Loan Agreement or a waiver of any Event of Default, whether or not known to the Lender.

Section 4. Representations and Warranties by Borrowers and Guarantors. Each Existing Borrower and each Guarantor warrants and represents to Lender that:

(a) By execution of this Amendment, each Existing Borrower and each Guarantor reconfirms all warranties and representations made to Lender under the Loan Agreement and Loan Documents and restates such warranties and representations as of the date hereof all of which shall be deemed continuing until all of the Obligations to Lender are paid and satisfied in full.

(b) The execution and delivery by each Existing Borrower and each Guarantor of this Amendment and the performance by it of the transactions herein contemplated (i) are and will be within its powers, (ii) have been authorized by all necessary corporate action, and (iii) are not, and will not, be in contravention of any order of court or other agency of government, of law or of any indenture, agreement or undertaking to which such Existing Borrower or such Guarantor is a party or by which the property of such Existing Borrower or such Guarantor is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking, or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of such Existing Borrower or such Guarantor.

(c) This Amendment and any assignment or other instrument, document or agreement executed and delivered in connection herewith, will be valid, binding and enforceable in accordance with their respective terms.

Section 5. Effectiveness Conditions. Lender's undertakings hereunder are expressly subject to satisfactory completion, as determined by Lender in its sole discretion, of the following condition (all documents to be in form and substance satisfactory to Lender):

(a) Lender shall have received this Amendment, duly executed by the Existing Borrowers and Guarantors;

(b) Lender shall have received a copy of the executed security agreement, by Existing Borrowers in favor of Technicolor;

(c) Lender shall have received a subordination agreement with respect to the security interests being granted to Technicolor by Existing Borrowers pursuant to the security agreement described in subsection (b) above, duly executed by the parties thereto;

(d) Lender shall have received the first amendment to the Technicolor Replication Agreement, duly executed by the parties thereto;

(e) Lender shall have received payment of all reasonable fees and disbursements incurred by Lender (including counsel's fees and disbursements) in connection

with the preparation, negotiation and closing of this Amendment and the transactions contemplated to occur hereunder; and

(f) Receipt by Lender of such other documents, instruments, agreements or information as are required to be provided herein or under any other Loan Documents or as may otherwise be or have been requested by Lender.

Section 6. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Miscellaneous.

(a) This Amendment shall be governed by and construed in accordance with the laws of the State of New York. The provisions of this Amendment are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

(b) This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same respective agreement. Signature by facsimile shall also bind the parties hereto.

(c) This Amendment is a Loan Document.

(d) The headings of this Amendment are for the purposes of reference only and shall not affect the construction of this Amendment.

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Dated the date and year first written above.

EXISTING BORROWERS:

ECHO BRIDGE ENTERTAINMENT, LLC

By: _____
Name: Michael Rosenblatt
Title: Chief Executive Officer

PLATINUM DISC, LLC

**By: Echo Bridge Entertainment, LLC,
its Managing Member**

By: _____
Name: Michael Rosenblatt
Title: Chief Executive Officer

GUARANTORS:

**ALLIANCE ATLANTIS INTERNATIONAL
DISTRIBUTION, LLC**

**By: Echo Bridge Entertainment, LLC,
its Sole Managing Member**

By: _____
Name: Michael Rosenblatt
Title: Chief Executive Officer

ECHO BRIDGE AA, LLC

**By: Echo Bridge Entertainment, LLC,
its Sole Member**

By: _____
Name: Michael Rosenblatt
Title: Chief Executive Officer

LENDER:

BHC INTERIM FUNDING II, L.P.

**By: BHC Interim Funding Management,
L.L.C., its General Partner**

**By: BHC Investors II, L.L.C.,
its Managing Member**

By: GHH Holdings, L.L.C.

By: _____

Name: Gerald H. Houghton

Title: Managing Member