

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

This Seventh Amendment (“Amendment”) to the Amended and Restated Senior Term Loan and Security Agreement is dated effective as of the __ day of October, 2012, 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 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 “Maturity Date” and substituting the following therefor:

“Maturity Date” shall mean September 10, 2013.

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) Existing Borrowers hereby acknowledge and confirm that Existing Borrowers are jointly and severally indebted to Lender, without defense, setoff or counterclaim for all Obligations arising under the Loan Agreement. Each Guarantor hereby acknowledges and confirms that such Guarantor is indebted to Lender, without defense, setoff or counterclaim for all Guaranteed Obligations arising under their respective Guarantys and incurred through the date hereof. Existing Borrowers and Guarantors further acknowledge that the Obligations arising under the Loan Agreement incurred through September 30, 2012 aggregate \$51,498,355 as follows: \$3,000,000 (Tranche A Term Loan Portion) ; \$19,097,366 (Tranche A Term Loan Remainder); and \$29,400,000 (Tranche B Term Loan).

Section 3. 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 4. Amendment Fee. Borrowers hereby agree to pay to Lender, an amendment fee in an amount of \$100,000 (in addition to the fee of \$50,000 referred to in Section 5 of the Fifth Amendment dated December 29, 2010 to the Loan Agreement and the fee of \$100,000 referred to in Section 4 of the Sixth Amendment dated October 11, 2011 to the Loan Agreement), which fee shall be fully earned on the date hereof, and payable upon payment in full of the Senior Indebtedness owing to JPMorgan Chase Bank, N.A. and the lenders party to the Senior Credit Agreement in effect on the date hereof.

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 conditions (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 duly executed Confirmations of Guarantees and Pledge Agreement by each of the Guarantors;

(c) Lender shall have received the duly executed Second Amendment to the Second Amended and Restated Credit, Security, Pledge and Guaranty Agreement among Borrowers, Guarantors, JPMorgan Chase Bank, N.A. and the financial institutions party thereto as lenders dated as of October 11, 2011, and all documents, instruments and agreements executed in connection therewith;

(d) Lender shall have received a certificate of the Secretary, Assistant Secretary or other appropriate officer acceptable to Lender of each Credit Party, dated the date hereof and certifying: (A) that attached thereto is a true and complete copy of the by-laws, operating agreement or equivalent thereof, as the case may be, of such Credit Party as in effect on the date of such certification; (B) that attached thereto is a true and complete copy of the resolutions adopted by the Board of Directors (or equivalent body) of such Credit Party authorizing the execution, delivery and performance in accordance with their respective terms of the Loan Documents executed by such Credit Party and any other documents required or contemplated hereunder or thereunder; (C) that the articles or certificate of incorporation or other similar and/or analogous organizational document of such Credit Party has not been amended since the date of the last amendment thereto indicated on the certificates of the Secretary of State of such Credit Party's jurisdiction of incorporation, and (D) as to the incumbency and specimen signatures of each officer of such Credit Party executing any Loan Document (such certificate to contain a certification by another officer of such Credit party as to the incumbency and signature of the officer signing the certificate referred to in this clause (d));

(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;

(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. Certain Existing Borrower and Guarantor Acknowledgments and Agreements.

(a) Each Existing Borrower and each Guarantor has determined that it is in its best interest to enter into this Amendment.

(b) Each Existing Borrower and each Guarantor agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Existing Borrower and each other Guarantor under the Loan Agreement and other Loan Documents. Each Existing Borrower and each Guarantor has determined that it is in its best interest and in pursuit of its purposes that it so induce Lender to enter into this Amendment and the other documents executed in connection herewith.

(c) Each Existing Borrower and each Guarantor has determined that it has and, after giving effect to the transactions contemplated by this Amendment, the Loan Agreement and the other Loan Documents will have, assets having a fair saleable value in excess of the amount required to pay its probable liability on its existing debts as they fall due for payment and that the sum of its debts is not and will not then be greater than all of its property at a fair valuation, that each Existing Borrower and each Guarantor has, and will have, access to adequate capital for the conduct of its business and the ability to pay its debts from time to time incurred in connection therewith as such debts mature.

Section 7. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 8. Miscellaneous.

(a) 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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