

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

This Eighth Amendment (this “Amendment”) to the Amended and Restated Senior Term Loan and Security Agreement is dated effective as of the 31st day of May, 2013, 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 July 9, 2016.

(b) **Section 6.4. Limitations on Investments.** Clause (b) of Section 6.4 of the Loan Agreement is hereby amended by deleting the reference to “\$1,000,000” therein and substituting in lieu thereof “\$1,500,000”.

(c) **Section 6.10. Limitations on Capital Expenditures.** Section 6.10 of the Loan Agreement is hereby amended by deleting the reference to “\$1,000,000” therein and substituting in lieu thereof “1,500,000”.

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 May 30, 2013] aggregate \$57,994,572 as follows: \$3,000,000 (Tranche A Term Loan Portion); \$21,841,964 (Tranche A Term Loan Remainder); and \$33,152,608 (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 (i) reconfirms that all of the representations and warranties made to Lender under the Loan Agreement under the other Loan Documents which are (1) not qualified by a materiality standard are true and correct in all material respects and (2) qualified by a materiality standard are true and correct in all respects and (ii) 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 and the fee of \$100,000 referred to in Section 4 of the Seventh Amendment dated October 16, 2012), 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 the duly executed Third 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 May 31, 2013, and all documents, instruments and agreements executed in connection therewith;

(c) 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 (c));

(d) Lender shall have received payment of all reasonable fees and disbursements incurred by Lender (including counsel's fees and disbursements) (i) in connection with the preparation, negotiation and closing of this Amendment and the transactions contemplated to occur hereunder, and (ii) that are reimbursable pursuant to the terms and conditions of Section 5.11 of the Option Agreement dated as of March 1, 2013 by and between Echo Bridge and Lender;

(e) 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 reasonably 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.

(d) Release.

(i) In consideration of the agreements of Lender contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Existing Borrowers on behalf of themselves and their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharge Lender, its successors and assigns, and its present and former members, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other parties being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "**Claim**" and collectively, "**Claims**") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Existing Borrowers, or any of their successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the date of this Amendment and/or any other Loan Document.

(ii) Existing Borrowers understand, acknowledge and agree that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(iii) Existing Borrowers agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above.

(iv) Existing Borrowers, on behalf of themselves and their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, jointly and severally, covenant and agree with each Releasee that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by Existing Borrowers pursuant to this Section. If any Existing Borrowers violate the foregoing covenant, Existing Borrowers agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

Section 7. Post Closing Covenant. Existing Borrowers hereby covenant and agree that Existing Borrowers shall cause to be delivered to Lender, as soon as possible, but in any event no later than June 14, 2013 (unless such date shall be otherwise extended in the sole discretion of Lender) duly executed Confirmations of Guarantees and Pledge Agreement by each of the Guarantors. If Lender has not received by June 14, 2013 duly executed Confirmations of Guarantees and Pledge Agreement by each of the Guarantors, an Event of Default shall be deemed to occur on such date, entitling Lender to exercise all rights and remedies described in the Loan Documents.

Section 8. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 9. 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.

(e) This Amendment embodies the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings with respect to the subject matter hereof, whether express or implied, oral or written.

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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

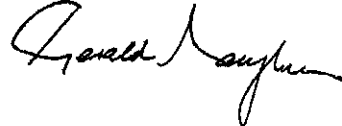
LENDER:

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