UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re Source Home Entertainment, LLC, et al.

Debtor

Case No. 14-11553 (KG)

Document

Explanation

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation.

Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession."

Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Attached	Attached
12-Month Cash Flow Projection (Form IR-1)	Cash Collateral Bu	dget Attached
Certificates of Insurance:	Attached	
Workers Compensation		
Property		1
General Liability		1
Vehicle		1
Other: Excess Liability, E&O, Umbrella, D&O, Excess D&O,	1	1
Foreign Travel, AD&D, Crime	1	
Identify areas of self-insurance w/liability caps		
Evidence of Debtor in Possession Bank Accounts	Cash Management	Order Attached
Tax Escrow Account		
General Operating Account		
Money Market Account pursuant to Local Rule 4001-3. Refer to		
htip://www.deb.uscourts.dov/	1	
Other:		
	A 44 - 1 - 1	
Retainers Paid (Form IR-2) I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief.	Attached report and the docum	nents attached
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief.	report and the docum	nents attached
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief. Signature of Debtor	report and the docum	nents attached
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief.	report and the docum	nents attached
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief. Signature of Debtor	report and the docum	
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief. Signature of Debtor	Date	
I declare under penalty of perjury (28 U.S.C. Section 1746) that this are true and correct to the best of my knowledge and belief. Signature of Debtor Signature of Joint Debtor	Date Date	

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

FORM IR (4/07)



14115531407090000000000001

Exhibit 1

Cash Collateral Budget

Source Home Entertainment, LLC and subsidiary Debtors

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Beginning Cash Balance	\$ 17,335	\$ 17,335	\$ 18,391	\$ 19,191	\$ 19,244	\$ 17,740	\$ 17,223	\$ 18,401	\$ 15,443	\$ 13,910	\$ 12,382	\$ 10,802	\$ 10,092	\$ 8,244	\$ 17,335
Cash Receipts															
Source Distribution	*	\$ 2,023	\$ 2,255	\$ 441	\$ 471	\$ 236	\$ 668	\$ 22	8 8	\$	•		*	*	\$ 6,158
Retail Display Business	2.5	383	325	396	308	392	497	306	294	341	158	882	268	249	4,797
Asset Sale Proceeds	73 9 76	٠	1		•			10	•		n	•	*	2,000	2,000
Subleases	9			6	99	10		¥	×	4	*	1	٠	4	73
Total Cash Receipts		\$ 2,406	\$ 2,580	\$ 837	\$ 844	\$ 628	\$ 1,165	\$ 361	\$ 302	\$ 345	\$ 158	\$ 882	\$ 268	\$ 2,252	\$ 13,028
Operating Disbursements															
Retail Display Business	*	\$ (654)	\$ (592)	\$ (697)	\$ (383)	\$ (574)	\$ (638)	\$ (744)	\$ (817)	\$ (1,503)	\$ (864)	\$ (784)	\$ (1,145)	\$ (856)	\$ (10,250)
Shared Services	*	٠	(300)	×	(300)	(200)	(300)	0 0	(300)	E.	(300)	,	(300)	•	(2,000)
Payroll & Benefits		(325)	(263)	9	(263)		(247)	3	(247)	9	(202)	ê	(199)	e e	(1,746)
Rent	0.0	٠	(451)	30.		5.63	(431)	i i	٠	3.05		(358)		, •	(1.240)
Insurance	•	(09)	(09)	(09)	(09)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(009)
Utilities	50	٠	r		٠		i	(138)		*	ŧ	(79)			(217)
Office	*	(12)	(15)	(15)	(12)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(195)
Ordinary Course Professionals	2.5	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(17)	(150)
Directors' Fees & Expenses	•		(88)		•	•			•	•	•				(88)
Total Operating Disbursements		\$ (1,065)	\$ (1,780)	\$ (783)	\$ (1,032)	\$ (840)	\$ (1,683)	\$ (949)	\$ (1,431)	\$ (1,569)	\$ (1,433)	\$ (1,288)	\$ (1,711)	\$ (922)	\$ (16,486)
Net Cash Flow Excluding Restructuring & Financing		\$ 1,341	\$ 800	\$ 23	\$ (187)	\$ (212)	\$ (518)	\$ (588)	\$ (1,128)	\$ (1,224)	\$ (1,275)	\$ (406)	\$ (1,443)	\$ 1,330	\$ (3,458)
Restructuring Disbursements															
Professional & Administrative Fees	•	**	•	•	\$ (1,217)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (3,956)
Retail Display Business Critical Vendor Payments	100	(210)	٠	(4)	(1)	3.	ij.	100		6	*	8	٠	•	(210)
Source Distribution Critical Vendor Payments	81	(75)		e	ϵ	6.	•	٠	ř	ε	8	*	•	*	(75)
Adequate Protection/Assurance Payments		٠			٠	,	ì	(99)	,			,			(99)
Total Restructuring Disbursements	is	\$ (285)	'n	•	\$ (1,217)	\$ (304)	\$ (304)	\$ (370)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (304)	\$ (4,307)
Net Cash Flow Excluding Financing		\$ 1,056	\$ 800	\$ 53	\$ (1,404)	\$ (517)	\$ (822)	\$ (958)	\$ (1,432)	\$ (1,529)	\$ (1,579)	\$ (711)	\$ (1,748)	\$ 1,026	\$ (7,765)
Total Liquidity before Financing	\$ 17,335	\$ 18,391	\$ 19,191	\$ 19,244	\$ 17,840	\$17,223	\$ 16,401	\$ 15,443	\$ 14,010	\$ 12,382	\$ 10,802	\$ 10,092	\$ 8,344	\$ 9,270	\$ 9,570
Financing Disbursements	٠			٠	10017	٠	٠								
Cordi Springs Foot	•	•	•	•	(100T) *		*	*	(1001)	•		*	\$ (100)		\$ (300)
Term Loan										,			3	4	•
Total Financing Disbursements					\$ (100)			•	\$ (100)	•	•		\$ (100)		\$ (300)
Net Cash Flow	*	\$ 1,056	\$ 800	\$ 53	\$ (1,504)	\$ (517)	\$ (822)	\$ (958)	\$ (1,532)	\$ (1,529)	\$ (1,579)	\$ (711)	\$ (1,848)	\$ 1,026	\$ (8,065)
Beginning Cash Balance	\$ 17,335	\$ 17,335	\$ 18,391	\$ 19,191	\$ 19,244	\$17,740	\$ 17,223	\$ 16,401	\$ 15,443	\$ 13,910	\$ 12,382	\$ 10,802	\$ 10,092	\$ 8,244	\$ 17,335
Net Cash Flow	*	1,056	800	53	(1,504)	(517)	(822)	(928)	(1,532)	(1,529)	(1,579)	(111)	(1,848)	1,026	(8,065)
Ending Cash Balance	\$ 17,335	\$ 18,391	\$ 19,191	\$ 19,244	\$ 17,740	\$ 17,223	\$ 18,401	\$ 15,443	\$ 13,910	\$ 12,382	\$ 10,802	\$ 10,092	\$ 8,244	\$ 9,270	\$ 9,270
Deposits & Retainers Denosits Balance	2	j	j	j	Ĵ	j	j	98	99	9	9	4 66	9	90	994
Retainer Balance	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775
W-4-11 L I Alta.															

Exhibit 2

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

-	ertificate holder in lieu of such endor	seme	ent(s)		CONTA	CT			
	oucer nmercial Lines - (813) 639-3000			*	CONTA NAME:	Elda Gen		TEAV	
	Is Fargo Insurance Services USA, Inc.				(A/G. N E-MAIL			FAX (A/C, No): 855 2	99 7117
				18	ADDRE	ss: elda.m	.gentry@well	sfargo.com	
	2 N. Rocky Point Drive, Suite 400							RDING COVERAGE	NAIC #
Tan	npa, FL 33607				INSURE	RA: New F	lampshire Ins	urance Co.	23841
INSU				4-1	INSURE			ance Company	24074
	rce Interlink Distribution LLC, Source H	ome	Enter	tainment	INSURE	Rc: Nation	al Union Fire	Ins. Co. of Piltsburgh, PA	19445
275	00 Riverview Center Blvd.			*	INSURE	RD: Comm	erce & Indus	try Insurance Company	19410
				14	INSURE	RE:			
Bon	ita Springs FL 34134				INSURE	RF:			
_				E NUMBER: 7956408				REVISION NUMBER: See bel	
IN	HIS IS TO CERTIFY THAT THE POLICIES DICATED, NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
				**				MED EXP (Any one person) S	
								PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO-		40					PRODUCTS - COMP/OP AGG \$	
	OTHER:							s	
Α	AUTOMOBILE LIABILITY			2935830		09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident)	
	X ANY AUTO			#2				BODILY INJURY (Per person)	
	ALLOWNED SCHEDULED AUTOS			**				BODILY INJURY (Per accident) s	
	X HIRED AUTOS X NON-OWNED AUTOS		15					PROPERTY DAMAGE (Per socident) \$	
							1.5	s	varie amos a missiente e
В	UMBRELLA LIAS X OCCUR	77.00		ECO1455769484		09/26/2013	09/26/2014	EACH OCCURRENCE	西部市产业
ь	X EXCESS LIAB CLAIMS-MADE		log:				1947-7009-735-0-1-1	AGGREGATE S	
	DED RETENTION'S							. 5	
	WORKERS COMPENSATION							PER OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT . ' \$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA	0.0			e 1		E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
C	Crime - Employee Theft			01-585-63-55		09/26/2013	09/26/2014	AR FARTA	
						¥0			
	<u> </u>								
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORE	101, Additional Remarks Schedu	ile, may b	a attached if mor	ro space is requir	rad)	
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	garanganish i statis to titat titilik .								
Ur	nited States Trustee							ESCRIBED POLICIES BE CANCEL	
84	4 King Street, Room 2207							EREOF, NOTICE WILL BE DE EY PROVISIONS.	LIVERED IN
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W	ilmington, DE 19899-0035				AUTHO	RIZED REPRESE		4 4	
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ACORD 25 (2014/01)

SID: 7956408 CID: 307569 Certificate of Insurance (Con't) OTHER Coverage EFFEÇTIVE DATE EXPIRATION DATE (MM/DD/YY) (MM/DD/YY) POLICY NUMBER TYPE OF INSURANCE LIMIT ADDL WVD INSR SUBR 09/26/2013 09/26/2014 Employed Lawyers Liability 04-172-51-58 03-933-04-04 09/26/2013 09/26/2014 Employment Practices Liability C 09/26/2013 09/26/2014 04-000-85-28 C Fiduciary Plan 11/02/2013 11/02/2014 Pollution Liability . FPL011943690 Certificate of Insurance-Con't



CERTIFICATE OF LIABILITY INSURANCE

7/8/2014

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	ertificate holder in lieu of such endor	Jeille	11(0).		CONTA NAME:	CT Elda Gen	trv			
	nmercial Lines - (813) 639-3000				PHONE	e, Ext): 813 63		FAX · (A/C, No):	855 29	99 7117
We	lls Fargo Insurance Services USA, Inc.				E-MAIL ADDRE	es. elda.m	.gentry@well		000 20	70 1111
250	2 N. Rocky Point Drive, Suite 400				ADDING			RDING COVERAGE .		NAIC#
Tan	npa, FL 33607				INSURE	11-11-		Ins. Co. of Pittsburgh, PA		19445
INSU					INSURE		e Indemnity Ir	ns. Company		21334
Sou	rce Interlink Distribution LLC, Source H	ome E	nter	tainment	INSURE	Rc: Wright	National Flo	od Ins Co		11523
275	00 Riverview Center Blvd.				INSURE	RD: Americ	can Bankers I	Insurance Company of Flo	rida	10111
	B)			5	INSURE	RE:				4
Bor	ilta Springs FL 34134				INSURE	RF:				
_			_	NUMBER: 7956413				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PERT	EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
NSR	. TYPE OF INSURANCE	INSO	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	٠.
	COMMERCIAL GENERAL LIABILITY	1						EACH OCCURRENCE	·s	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
				39				MED EXP (Any one person)	s	
£.							1	PERSONAL & ADV INJURY	5	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC					1		PRODUCTS - COMP/OP AGG	\$	
_	OTHER:				Medica			COMBINED SINGLE LIMIT	S	50194 A-5157
А	AUTOMOBILE LIABILITY			2935829		09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident)		
	X ANY AUTO SCHEDULED			ii)	9			BODILY INJURY (Por person) BODILY INJURY (Por accident)	5	
	AUTOS AUTOS			*				PROPERTY DAMAGE (Per accident)	5	
	AUTOS AUTOS							(Per accident)	s 2.	
	UMBRELLA LIAB OCCUR		-			 		EACH OCCURRENCE	2,2	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s:	2
	DED RETENTION S	1			. [\$	-
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	.						PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA				75		E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)					× .	,	E.L. DISEASE - EA EMPLOYEE	\$	
	if yes, describe under DESCRIPTION OF OPERATIONS below			2222242		0010010010	55/05/55/4	E.L. DISEASE - POLICY LIMIT	\$	
В	California Earthquake			BPP5780439		09/26/2013	09/26/2014	por occurance aggregate		
	Ded-5% of TIV each location			* *,			3	mimum par occurran	00	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schodu	ilo, may b	e attached if mor	o space is requir	red) .	Ø	
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84	nited States Trustee 4 King Street, Room 2207 ackbox #35			e	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
	ilmington, DE 19899-0035				AUTHO	RIZED REPRESE		uSala		

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ACORD 25 (2014/01)

CID: 307569 SID: 7956413 Certificate of Insurance (Con't) OTHER Coverage TYPE OF INSURANCE ADDL WVD POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE LIMIT LTR INSR SUBR (MM/DD/YY) (MM/DD/YY) Flood-Bonita Springs, FL 91150095291 09/28/2013 09/28/2014 Flood-Coral Springs, FL 2042805800 08/12/2013 08/12/2014 Certificate of Insurance-Con't



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2014

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the	e terms and conditions of the policy, rtificate holder in lieu of such endors	certa	in po it(s).	olicies may require an er	ndorsen	nent. A stat	ement on thi	is certificate does not confer	rights to the
	UCER	0,1,101			CONTAC NAME:	T Jennifer Je	ewitt		***************************************
Com	mercial Lines - (813) 639-3000				PHONE (A/C. No.	Evt). 813-249	9-5461	FAX (A/C, No):	
Well	s Fargo Insurance Services USA, Inc.				E-MAIL ADDRES	ionnifor	.hewitt@wells		
2502	N. Rocky Point Drive, Suite 400						URER(S) AFFOR	DING COVERAGE	NAIC#
Tam	pa, FL 33607				INSURER	A -1 1	I Insurance C		24856
INSU		dit-cir-pa	III— ERCK		INSURER	в: Federa	I Insurance C	Company	20281
	rce Interlink Distribution LLC, Source Ho	me E	ntert	ainment	INSURER	c: Lloyd's	of London		
2750	00 Riverview Center Blvd.				INSURER	o: Nation	al Union Fire	Ins. Co. of Pittsburgh, PA	19445
					INSURER	E: Affiliate	ed FM Insurar	nce Company	10014
Boni	ta Springs FL 34134				INSURER	F;			
_				NUMBER: 7925263				REVISION NUMBER: See belo	
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RITIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIR PERTA POLIC	EMEN AIN, T CIES. I	IT, TERM OR CONDITION HE INSURANCE AFFORD	OF ANY ED BY T BEEN R	CONTRACT HE POLICIES EDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY	1		CA00001629103		12/07/2013	12/07/2014	EACH OCCURRENCE	公司
	X CLAIMS-MADE OCCUR			Retro Date is 12/19/201			- A. Sein Seins (Si	DAMAGE TO RENTED PREMISES (Ea occurrence) 5	
				(Dream Water)		1		MED EXP (Any one person) \$	
			- 1		1			PERSONAL & ADV INJURY \$	是美国工作的是
	GEN'L AGGREGATE LIMIT APPLIES PER:		1		- 1			GENERAL AGGREGATE \$	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$	
	OTHER:	_						COMBINED SINGLE LIMIT	
	AUTOMOBILE LIABILITY				1			COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO ALL OWNED SCHEDULED				- 1			BODILY INJURY (Per person) \$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE 6	
	HIRED AUTOS AUTOS							(Per accident)	
	UMBRELLA LIAB X OCCUR							\$	Continues on the land
В	- OCCOR	0		79891333		09/26/2013	09/26/2014	EACH OCCURRENCE \$	
	Too sine in the				1			AGGREGATE \$	
	DED RETENTION S WORKERS COMPENSATION	-	-		-			PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE				- 1				
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT \$	
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
C	E&O		-	W1439D130101		09/26/2013	09/26/2014	E.L. DISEASE - POLICY LIMIT \$	
					1				
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	ule, may be	attached if mor	re space is requir	red)	
CER	RTIFICATE HOLDER				CANC	ELLATION			
VLI	THE POLICE TO LOCAL		-		CANC	LLLATION			
Ur	ited States Trustee							ESCRIBED POLICIES BE CANCEL	
84	4 King Street, Room 2207							EREOF, NOTICE WILL BE DE	LIVERED IN
Lo	ckbox #35								
W	lmington, DE 19899-0035				AUTHOR	IZED REPRESE	NTATIVE	0 1	
							gen	uSpalm	
	T. C.				1		,		

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CID: 307569

SID: 7925263

TUE	D Cavaras						
NSR LTR	R Coverage TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
E	Commercial Property			GL510	09/26/2013	09/26/2014	
							
							1
							Š



CERTIFICATE OF LIABILITY INSURANCE

7/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorseme		ndorsement. A statement on	this certificate does not confer i	rights to the
PRODUCER		CONTACT Jennifer Jewitt		
Commercial Lines - (813) 639-3000		PHONE (A/C, No. Ext): 813-249-5461	FAX (A/C, No):	
Wells Fargo Insurance Services USA, Inc.		E-MAIL ADDRESS: jennifer.hewitt@w	ellsfargo.com	
2502 N. Rocky Point Drive, Suite 400		INSURER(S) AF	FORDING COVERAGE	NAIC#
Tampa, FL 33607		INSURER A: National Union F	ire Ins. Co. of Pittsburgh, PA	19445
INSURED		INSURER B: Continental Cast	alty Company	20443
Source Interlink Distribution LLC, Source Home	Entertainment	INSURER C: New Hampshire	Insurance Co.	23841
27500 Riverview Center Blvd.		INSURER D: Illinois National I	nsurance Company	23817
		INSURER E: Chubb Indemnity	Insurance Co,	12777
Bonita Springs FL 34134		INSURER F: Starr Indemnity	and Liability Company	38318
COVERAGES CERTIFI	CATE NUMBER: 7924388	777-	REVISION NUMBER: See bele	ow
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	REMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFORD ICIES. LIMITS SHOWN MAY HAVE CISUER!	OF ANY CONTRACT OR OTHE ED BY THE POLICIES DESCRI BEEN REDUCED BY PAID CLAI	R DOCUMENT WITH RESPECT TO BED HEREIN IS SUBJECT TO ALL MS.	WHICH THIS
LTR TYPE OF INSURANCE INSU	WVD POLICY NUMBER	POLICY EFF POLICY EX	1 4070	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER:	6819372	09/26/2013 09/26/20	DAMAGE TO RENTED PREMISES (Fe occurence) \$ MED EXP (Arry one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS	2935828	09/26/2013 09/26/20	OMBINED SINGLE LIMIT S	
B X UMBRELLA LIAB X OCCUR B EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000	L5094575202	09/26/2013 09/26/20	AGGREGATE \$	
C WORKERS COMPENSATION	026020331/32/35	09/26/2013 09/26/20	14 X PER OTH-	engina nasti ilmani oferisis is no
AND EMPOPRIETOR SALITITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	026020336/27	09/26/2013 09/26/20	entitle	
A Directors & Officers - Runoff E Excess Directors & Officers - Runoff Excess Directors & Officers - Runoff	014209127 8237-1061 SISIFL21137813	05/29/2014 05/29/20 05/29/2014 05/29/20 05/29/2014 05/29/20	20	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACORD 101, Additional Remarks Sched	ule, may be attached if more space is ri	equired)	
CERTIFICATE HOLDER		CANCELLATION		
United States Trustee 844 King Street, Room 2207 Lockbox #35		SHOULD ANY OF THE ABOV	E DESCRIBED POLICIES BE CANCEI THEREOF, NOTICE WILL BE DI DLICY PROVISIONS.	
Wilmington, DE 19899-0035		AUTHORIZED REPRESENTATIVE		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an A the terms and conditions of the policy, certain certificate holder in lieu of such endorsement	DDITIONAL INSURED, the policies may require an e	policy(ies) must be ndorsement. A stat	endorsed. ement on th	If SUBROGATION IS WAIVED is certificate does not confer	, subject to rights to the
PRODUCER		CONTACT Jennifer Je	ewitt		
Commercial Lines - (813) 639-3000		PHONE (A/C, No. Ext): 813-249	9-5461	FAX (A/C, No):	
Wells Fargo Insurance Services USA, Inc.			.hewitt@wells		
2502 N. Rocky Point Drive, Suite 400		INS	URER(S) AFFOR	DING COVERAGE	NAIC #
Tampa, FL 33607		INSURER A : Insurar	ce Company	of the State of Pennsylvania	19429
INSURED		INSURER B :			O Commence of the Commence of
Source Interlink Distribution LLC, Source Home Ent	ertainment	INSURER C :			
27500 Riverview Center Blvd.		INSURER D :	-		
D . W . D . C El . C		INSURER E :			
Bonita Springs FL 34134	7000004	INSURER F:			
	TE NUMBER: 7928094	VE BEEN IDELIED TO		REVISION NUMBER: See belo	
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD SS. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR TYPE OF INSURANCE ADDL'SU INSD W	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	WS11006295	09/26/2013	09/26/2014	EACH OCCURRENCE S DAMAGE TO RENTED PREMISES (Ea occurrence) S	
				MED EXP (Any one person) S	
				PERSONAL & ADV INJURY S	1. 图片空气和
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$	eist falls
				PRODUCTS - COMP/OP AGG S	a for hole to a
OTHER:	WS11006295	09/26/2013	00/26/2014	Master Aggregate COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO	W511000295	09/20/2013	03/20/2014	BODILY INJURY (Per person) S	Contract Contract of
ALL OWNED SCHEDULED				BODILY INJURY (Per accident) \$	WILLS-WIS-VIOLENCE
X HIRED AUTOS X NON-OWNED				PROPERTY DAMAGE	
AUTOS AUTOS				(Per accident) \$ Medical Expense \$25,000 \$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE S	r
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	ŧ
DED RETENTION \$				s	35
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WS11006295	09/26/2013	09/26/2014	PER OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		1		E.L. EACH ACCIDENT S	A CONTRACTOR
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below	11/04/100000	00,000,000,00	0010010011	E.L. DISEASE - POLICY LIMIT \$	
A Foreign Travel Accident and Sickness Accidental Death&Dismemberment	WS11006295	09/26/2013	09/26/2014	Aggrogate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC	NPD 101 Additional Demarks Calast	ula may be attacked it	o cosos la manda	end)	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC	AND IN I, Additional Remarks Sched	ule, may be attached if moi	e space is requir	red)	
Evidence of International Packag	e				
CERTIFICATE HOLDER	0-3-4-110-3-3	CANCELLATION			
United State Trustee				ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE	
844 King Street, Room 2207		ACCORDANCE WI			LUITED IN
Lockbox #35					
Wilmington, DE 19899-0035		AUTHORIZED REPRESE		11	
77		1	900	an Sparker	
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CID: 307569

Certificate of Insurance-Con't

SID: 7928094

: 30756	9				SID: 7928094	
		Certi	ficate of Ins	urance (Co	n't)	
THE	R Coverage					
NSR LTR	TYPE OF INSURANCE	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
Α	Corporate Kidnap & Ranson/ Extortion		WS11006295	09/26/2013	09/26/2014	
A	Commercial Property		WS11006295	09/26/2013	09/26/2014	
Α	Crime - Employee Theft	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	WS11006295	09/26/2013	09/26/2014	
						· ·
						** ***********************************
						*

Exhibit 3

Cash Management Order

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

)
In re:) Chapter 11
SOURCE HOME ENTERTAINMENT, LLC, et al., 1) Case No. 14-11553 (KG)
Debtors.) (Jointly Administered)
) Re: Docket No. 10

ORDER (I) AUTHORIZING THE DEBTORS TO

(A) CONTINUE TO OPERATE THE CASH MANAGEMENT
SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS, AND
(D) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS, (II) WAIVING
THE DEPOSIT AND INVESTMENT REQUIREMENTS OF SECTION 345(B) OF
THE BANKRUPTCY CODE ON AN INTERIM BASIS, AND (III) GRANTING
RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (I) authorizing the Debtors to: (a) continue to operate the Cash Management System, as illustrated on Exhibit 1 attached hereto, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue to perform intercompany transactions consistent with historical practice; (II) waiving the deposit and investment requirements of section 345(b) of the Bankruptcy Code solely on an interim basis for 45 days; and (III) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having

The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: Source Home Entertainment, LLC (8517); Directtou, Inc. (4741); RDS Logistics, LLC (0305); Retail Vision, LLC (2023); Source Interlink Distribution, LLC (3387); Source Interlink International, Inc. (1428); Source Interlink Manufacturing, LLC (7123); and Source Interlink Retail Services, LLC (6967). The location of the Debtors' corporate headquarters and the service address for all Debtors is: 27500 Riverview Center Boulevard, Suite 400, Bonita Springs, Florida 34134.

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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Jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

- 1. The Motion is granted as set forth herein.
- 2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, substantially as identified on <u>Exhibit 1</u> attached hereto; (b) honor their prepetition obligations related thereto; (c) maintain existing business forms; and (d) continue to perform intercompany transactions consistent with historical practice.
- 3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on <u>Exhibit 2</u> attached hereto; (b) use, in their present form,

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all correspondence and business forms (including letterhead, purchase orders, and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided*, *that*, once the Debtors have exhausted their existing supply of checks, the Debtors will reorder checks with the designation "Debtor in Possession" and the corresponding bankruptcy number on all such checks; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Prepetition Bank Fees; and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts.

- 4. All existing deposit agreements between the Debtors and banks at which the Bank Accounts are maintained, including, without limitation, Wells Fargo Bank, shall continue to govern the postpetition cash management relationship between the Debtors and such banks, and all of the provisions of such agreements, shall remain in full force and effect.
- 5. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.
- 6. Within fifteen (15) days of the entry of this Order, the Debtors shall contact the banks at which the Debtors hold bank accounts that are party to a UDA and: (a) provide such

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bank with the Debtors' employer identification number; and (b) identify each of their bank accounts as being held by a debtor in possession.

- 7. All banks provided with notice of this Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtors.
- 8. The Debtors will maintain records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.
- 9. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.
- 10. The Debtors shall maintain at all times \$50,000 in the aggregate and without duplication at the Bank Accounts to secure their obligations with respect to cash management services provided to the Debtors by each of the banks at which the Bank Accounts are maintained.

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- 11. Subject to the terms set forth herein, including without limitation Paragraph 7 hereof, each of the banks at which the Bank Accounts are maintained is authorized to debit the Debtors' accounts in the ordinary course of business and without further order of this Court on account of all checks drawn on the Debtors' accounts which have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date.
- 12. Subject to the terms set forth herein, any bank may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Order.
- 13. Any and all banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided*, *that*, the Debtors' banks shall not have any liability to any party for relying on such representations.
- 14. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; provided, that, the Debtors shall give notice within fifteen (15) days to the U.S. Trustee and any statutory committees appointed in these chapter 11 cases of the opening or closing of any Bank

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Accounts; provided, further, that, the Debtors shall open any such new Bank Account at banks that have executed a UDA with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement.

- 15. Nothing contained herein shall permit any bank at which the Bank Accounts are maintained to terminate any cash management services without thirty (30) days prior written notice to the Debtors, U.S. Trustee, and any official committee appointed in these chapter 11 cases.
- 16. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.
- 17. The requirements of section 345 of the Bankruptcy Code, to the extent applicable, are waived on an interim basis for 45 days from the date hereof; *provided*, that the Debtors reserve all rights to request an extension of such waiver at a later date.
- 18. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course; provided, that, for the avoidance of doubt, the Debtors shall not be authorized by this Order to undertake any other Intercompany Transaction that is not on the same terms as, or materially consistent with, the Debtors' operation of the businesses in the ordinary course during the prepetition period. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts.

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19. Notwithstanding the relief granted herein and any actions taken hereunder,

nothing contained in the Motion or this Order or any payment made pursuant to this Order shall

constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim

or lien against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim or

lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the

Bankruptcy Code.

20. Notwithstanding the Debtors' use of a consolidated cash management system, the

Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements

of each Debtor, regardless of which entity pays those disbursements.

21. The Debtors are authorized to issue postpetition checks, or to effect postpetition

fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in

connection with any claims related to the Bank Fees.

22. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

23. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

24. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order

are immediately effective and enforceable upon its entry.

25. The Debtors are authorized to take all actions necessary to effectuate the relief

granted in this Order in accordance with the Motion.

26. This Court retains jurisdiction with respect to all matters arising from or related to

the implementation, interpretation, and enforcement of this Order

Dated: 44, 201

Wilmington, Delaware

The Honorable Kevin Gross

Chief United States Bankruptcy Judge

01:15604383.2

7

Case 14-11553-KG Doc 105 Filed 07/08/14 Page 22 of 27

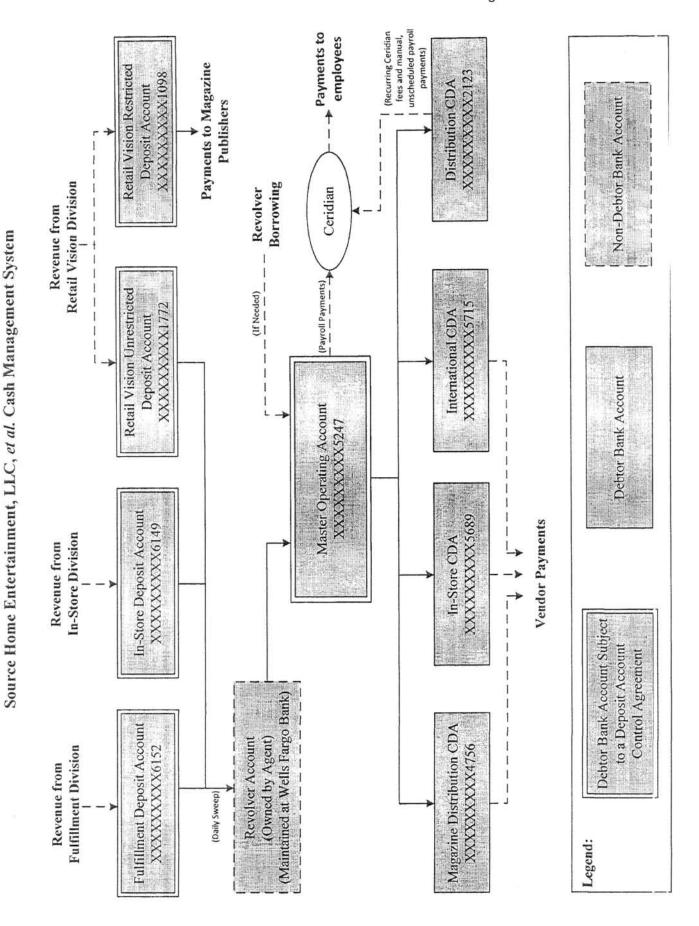
Case 14-11553-KG Doc 42-1 Filed 06/24/14 Page 1 of 2

EXHIBIT 1

Cash Management System Schematic

01:15604383.2

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EXHIBIT 2

Bank Accounts

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BANK ACCOUNT LIST

No.	Account Name	Debtor	Account Bank	Account No.
1	Master Operating Account	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx5247
2	Retail Vision Restricted Deposit Account	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx1098
3	RetailVision Unrestricted Deposit Account	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx1772
4	In-Store Deposit Account	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx6149
5	Fulfillment Deposit Account	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx6152
6	Magazine Distribution CDA	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxx4756
7	In-Store CDA	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxx5689
8	International CDA	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx5715
9	Distribution CDA	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxx 2123

Exhibit 4

Schedule of Retainers Paid

Source Home Entertainment, LLC and Subsidiary Debtors

		Payment			Applied to	
Payee	Date	Method	Name of Payer	Amount	Date	Balance
Kirkland & Ellis LLP	4/18/2014 El	Electronic	Source Interlink Distribution, LLC	\$ 250,000	Unknown	Unknown
FTI Consulting	3/25/2014 Electronic	ectronic	Source Interlink Distribution, LLC	200,000	Unknown	Unknown
Young Conaway Stargatt and Taylor, LLP	5/13/2014 Electronic	ectronic	Source Interlink Distribution, LLC	100,000	Unknown	Unknown
Berger Singerman LLP	6/6/2014 Electronic	ectronic	Source Interlink Distribution, LLC	20,000	Unknown	Unknown
Kurtzman Carson	4/29/2014 Electronic	ectronic	Source Interlink Distribution, LLC	25,000	Unknown	Unknown
Total				\$ 625,000		

Note that for FTI Consulting, a retainer amount of \$35,000 was paid on March 25, 2014 and that retainers paid in October 2013 in the aggregate amount of \$165,000 were rolled under this engagement effective March 21, 2014. Subsequent payments to FTI were replenishments of the these retainers.