

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re Source Home Entertainment, LLC, et al.
Debtor

Case No. 14-11553 (KG)

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	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Cash Collateral Budget Attached	
Certificates of Insurance:	Attached	
Workers Compensation		
Property		
General Liability		
Vehicle		
Other: Excess Liability, E&O, Umbrella, D&O, Excess D&O, Foreign Travel, AD&D, Crime		
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 http://www.ded.uscourts.gov/		
Other:		
Retainers Paid (Form IR-2)	Attached	

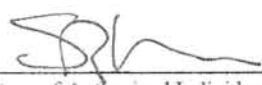
I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



Signature of Authorized Individual*



Date

Stephen Dubé
Printed Name of Authorized Individual

Chief Restructuring Officer
Title of Authorized Individual

*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)



141155314070900000000001

Exhibit 1

Cash Collateral Budget

Source Home Entertainment, LLC and subsidiary Debtors

	\$ 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
Beginning Cash Balance															
Cash Receipts															
Source Distribution	\$ -	\$ 2,023	\$ 2,255	\$ 441	\$ 471	\$ 236	\$ 688	\$ 55	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,158
Retail Display Business	-	383	325	396	308	392	497	306	294	341	158	882	268	249	4,797
Asset Sale Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	2,000
Subleases	-	-	-	-	65	-	-	-	-	4	-	-	-	4	73
Total Cash Receipts	\$ -	\$ 2,406	\$ 2,580	\$ 837	\$ 844	\$ 628	\$ 1,185	\$ 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	-	-	(300)	-	(300)	(200)	(300)	-	(300)	-	(300)	-	(300)	-	(2,000)
Payroll & Benefits	-	(325)	(263)	-	(263)	-	(247)	-	(247)	-	(202)	-	(199)	-	(1,746)
Rent	-	-	(451)	-	-	-	(431)	-	-	-	-	(358)	-	-	(1,240)
Insurance	-	(80)	(60)	(60)	(60)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(40)	(600)
Utilities	-	-	-	-	-	-	-	(138)	-	-	-	(79)	-	-	(217)
Office	-	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(195)
Ordinary Course Professionals	-	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(12)	(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)	\$ (16,496)
Net Cash Flow Excluding Restructuring & Financing	\$ -	\$ 1,341	\$ 800	\$ 53	\$ (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	-	(210)	-	-	-	-	-	-	-	-	-	-	-	-	(210)
Source Distribution Critical Vendor Payments	-	(75)	-	-	-	-	-	-	-	-	-	-	-	-	(75)
Adequate Protection/Assurance Payments	-	-	-	-	-	-	-	(66)	-	-	-	-	-	-	(66)
Total Restructuring Disbursements	\$ -	\$ (285)	\$ -	\$ -	\$ (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	\$ 9,933	\$ 8,344	\$ 9,270	\$ 9,270
Financing Disbursements															
Coral Springs P&I	\$ -	\$ -	\$ -	\$ -	\$ (100)	\$ -	\$ -	\$ -	\$ (100)	\$ -	\$ -	\$ -	\$ (100)	\$ -	\$ (300)
Term Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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)	(958)	(1,532)	(1,529)	(1,579)	(711)	(1,848)	1,026	(8,065)
Ending Cash Balance	\$ 17,335	\$ 18,391	\$ 19,191	\$ 19,244	\$ 17,740	\$ 17,223	\$ 16,401	\$ 15,443	\$ 13,910	\$ 12,382	\$ 10,802	\$ 9,933	\$ 8,344	\$ 9,270	\$ 9,270
Deposits & Retainers															
Deposits Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66	\$ 66	\$ 66	\$ 66	\$ 66	\$ 68	\$ 68	\$ 66
Retainer Balance	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775
Total Liquidity	\$ 18,110	\$ 19,166	\$ 19,966	\$ 20,019	\$ 18,515	\$ 17,998	\$ 17,176	\$ 16,284	\$ 14,751	\$ 13,223	\$ 11,643	\$ 10,933	\$ 9,085	\$ 10,111	\$ 10,111

Exhibit 2

Certificates of Insurance

307589



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).

PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Elda Gentry PHONE (A/C, No, Ext): 813 639 3000 FAX (A/C, No): 855 299 7117 E-MAIL ADDRESS: elda.m.gentry@wellsfargo.com
INSURED Source Interlink Distribution LLC, Source Home Entertainment 27500 Riverview Center Blvd. Bonita Springs FL 34134	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. NAIC # 23841 INSURER B: Ohio Casualty Insurance Company 24074 INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER D: Commerce & Industry Insurance Company 19410 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 7956408

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		2935830	09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$		ECO1455769484	09/26/2013	09/26/2014	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime - Employee Theft		01-585-63-55	09/26/2013	09/26/2014	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

United States Trustee
844 King Street, Room 2207
Lockbox #35
Wilmington, DE 19899-0035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jean Brubaker

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ACORD 25 (2014/01)

(This certificate replaces certificate 7956408 issued on 7/8/2014)

CID: 307569

SID: 7956408

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Employed Lawyers Liability			04-172-51-58	09/26/2013	09/26/2014	[REDACTED] [REDACTED]
C	Employment Practices Liability			03-933-04-04	09/26/2013	09/26/2014	[REDACTED]
C	Fiduciary Plan			04-000-85-28	09/26/2013	09/26/2014	[REDACTED] [REDACTED]
D	Pollution Liability			FPL011943690	11/02/2013	11/02/2014	[REDACTED] [REDACTED]

Certificate of Insurance-Con't

307569



CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Elda Gentry PHONE (A/C, No, Ext): 813 639-3000 FAX (A/C, No): 855 299 7117 E-MAIL ADDRESS: elda.m.gentry@wellsfargo.com														
INSURED Source Interlink Distribution LLC, Source Home Entertainment 27500 Riverview Center Blvd. Bonita Springs FL 34134	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: Empire Indemnity Ins. Company</td> <td>21334</td> </tr> <tr> <td>INSURER C: Wright National Flood Ins Co</td> <td>11523</td> </tr> <tr> <td>INSURER D: American Bankers Insurance Company of Florida</td> <td>10111</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER B: Empire Indemnity Ins. Company	21334	INSURER C: Wright National Flood Ins Co	11523	INSURER D: American Bankers Insurance Company of Florida	10111	INSURER E:		INSURER F:	
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INSURER D: American Bankers Insurance Company of Florida	10111														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 7956413 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2935829	09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	California Earthquake Ded-5% of TIV each location		BPP5780439	09/26/2013	09/26/2014	per occurrence \$ aggregate \$ minimum per occurrence \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER United States Trustee 844 King Street, Room 2207 Lockbox #35 Wilmington, DE 19899-0035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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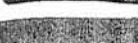
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CID: 307569

SID: 7956413

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Flood-Bonita Springs, FL			91150095291	09/28/2013	09/28/2014	 
D	Flood-Coral Springs, FL			2042805800	08/12/2013	08/12/2014	  

Certificate of Insurance-Con't

307569



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.

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PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Jennifer Hewitt PHONE (A/C, No, Ext): 813-249-5461 FAX (A/C, No): E-MAIL ADDRESS: jennifer.hewitt@wellsfargo.com														
INSURED Source Interlink Distribution LLC, Source Home Entertainment 27500 Riverview Center Blvd. Bonita Springs FL 34134	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER D: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER E: Affiliated FM Insurance Company</td> <td>10014</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Federal Insurance Company	20281	INSURER C: Lloyd's of London		INSURER D: National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER E: Affiliated FM Insurance Company	10014	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Admiral Insurance Company	24856														
INSURER B: Federal Insurance Company	20281														
INSURER C: Lloyd's of London															
INSURER D: National Union Fire Ins. Co. of Pittsburgh, PA	19445														
INSURER E: Affiliated FM Insurance Company	10014														
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 7925263 REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CA00001629103 Retro Date is 12/19/2011 (Dream Water)	12/07/2013	12/07/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79891333	09/26/2013	09/26/2014	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O		W1439D130101	09/26/2013	09/26/2014	Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

United States Trustee
 844 King Street, Room 2207
 Lockbox #35
 Wilmington, DE 19899-0035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

(This certificate replaces certificate# 7924388 issued on 7/1/2014)

CID: 307569

SID: 7925263

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	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	

Certificate of Insurance-Con't

307569



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.

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PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Jennifer Jewitt PHONE (A/C, No., Ext): 813-249-5481 FAX (A/C, No.): E-MAIL ADDRESS: jennifer.hewitt@wellsfargo.com														
INSURED Source Interlink Distribution LLC, Source Home Entertainment 27500 Riverview Center Blvd. Bonita Springs FL 34134	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D: Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER E: Chubb Indemnity Insurance Co.</td> <td>12777</td> </tr> <tr> <td>INSURER F: Starr Indemnity and Liability Company</td> <td>38318</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER B: Continental Casualty Company	20443	INSURER C: New Hampshire Insurance Co.	23841	INSURER D: Illinois National Insurance Company	23817	INSURER E: Chubb Indemnity Insurance Co.	12777	INSURER F: Starr Indemnity and Liability Company	38318
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INSURER F: Starr Indemnity and Liability Company	38318														

COVERAGES **CERTIFICATE NUMBER:** 7924388 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

P.S.R. I.T.R.	TYPE OF INSURANCE	ADDL. INSD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6819372	09/26/2013	09/26/2014	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	
	OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY			2935828	09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			L5094575202	09/26/2013	09/26/2014	EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			026020331/32/35 026020336/37	09/26/2013 09/26/2013	09/26/2014 09/26/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A E F	Directors & Officers - Runoff			014209127 8237-1061 SISIFL21137813	05/29/2014 05/29/2014 05/29/2014	05/29/2020 05/29/2020 05/29/2020		
	Excess Directors & Officers - Runoff							
	Excess Directors & Officers - Runoff							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER United States Trustee 844 King Street, Room 2207 Lockbox #35 Wilmington, DE 19899-0035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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307569



CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Jennifer Jewitt PHONE (A/C, No, Ext): 813-249-5461 FAX (A/C, No): E-MAIL ADDRESS: jennifer.hewitt@wellsfargo.com														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 7928094 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		WS11006295	09/26/2013	09/26/2014	EACH OCCURRENCE \$ [REDACTED] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [REDACTED] MED EXP (Any one person) \$ [REDACTED] PERSONAL & ADV INJURY \$ [REDACTED] GENERAL AGGREGATE \$ [REDACTED] PRODUCTS - COMP/OP AGG \$ [REDACTED] Master Aggregate \$ [REDACTED]
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WS11006295	09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ [REDACTED] BODILY INJURY (Per person) \$ [REDACTED] BODILY INJURY (Per accident) \$ [REDACTED] PROPERTY DAMAGE (Per accident) \$ [REDACTED] Medical Expense \$25,000 \$ [REDACTED]
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ [REDACTED] AGGREGATE \$ [REDACTED]
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [] N/A	WS11006295	09/26/2013	09/26/2014	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ [REDACTED] E.L. DISEASE - EA EMPLOYEE \$ [REDACTED] E.L. DISEASE - POLICY LIMIT \$ [REDACTED]
A	Foreign Travel Accident and Sickness Accidental Death & Dismemberment		WS11006295	09/26/2013	09/26/2014	[REDACTED] Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of International Package

CERTIFICATE HOLDER

United State Trustee
 844 King Street, Room 2207
 Lockbox #35
 Wilmington, DE 19899-0035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Jewitt

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ACORD 25 (2014/01)

(This certificate replaces certificate 7928079 issued on 7/1/2014)

CID: 307569

SID: 7928094

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Corporate Kidnap & Ransom/ Extortion			WS11006295	09/26/2013	09/26/2014	[REDACTED] [REDACTED] [REDACTED]
A	Commercial Property			WS11006295	09/26/2013	09/26/2014	[REDACTED] [REDACTED]
A	Crime - Employee Theft			WS11006295	09/26/2013	09/26/2014	[REDACTED] [REDACTED] [REDACTED]

Certificate of Insurance-Con't

Exhibit 3

Cash Management Order

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 Exhibit 1 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 Exhibit 2 attached hereto; (b) use, in their present form,

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

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.

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

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.

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: June 24, 2014
Wilmington, Delaware

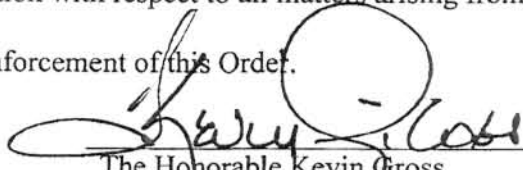

The Honorable Kevin Gross
Chief United States Bankruptcy Judge

EXHIBIT 1

Cash Management System Schematic

Source Home Entertainment, LLC, et al. Cash Management System

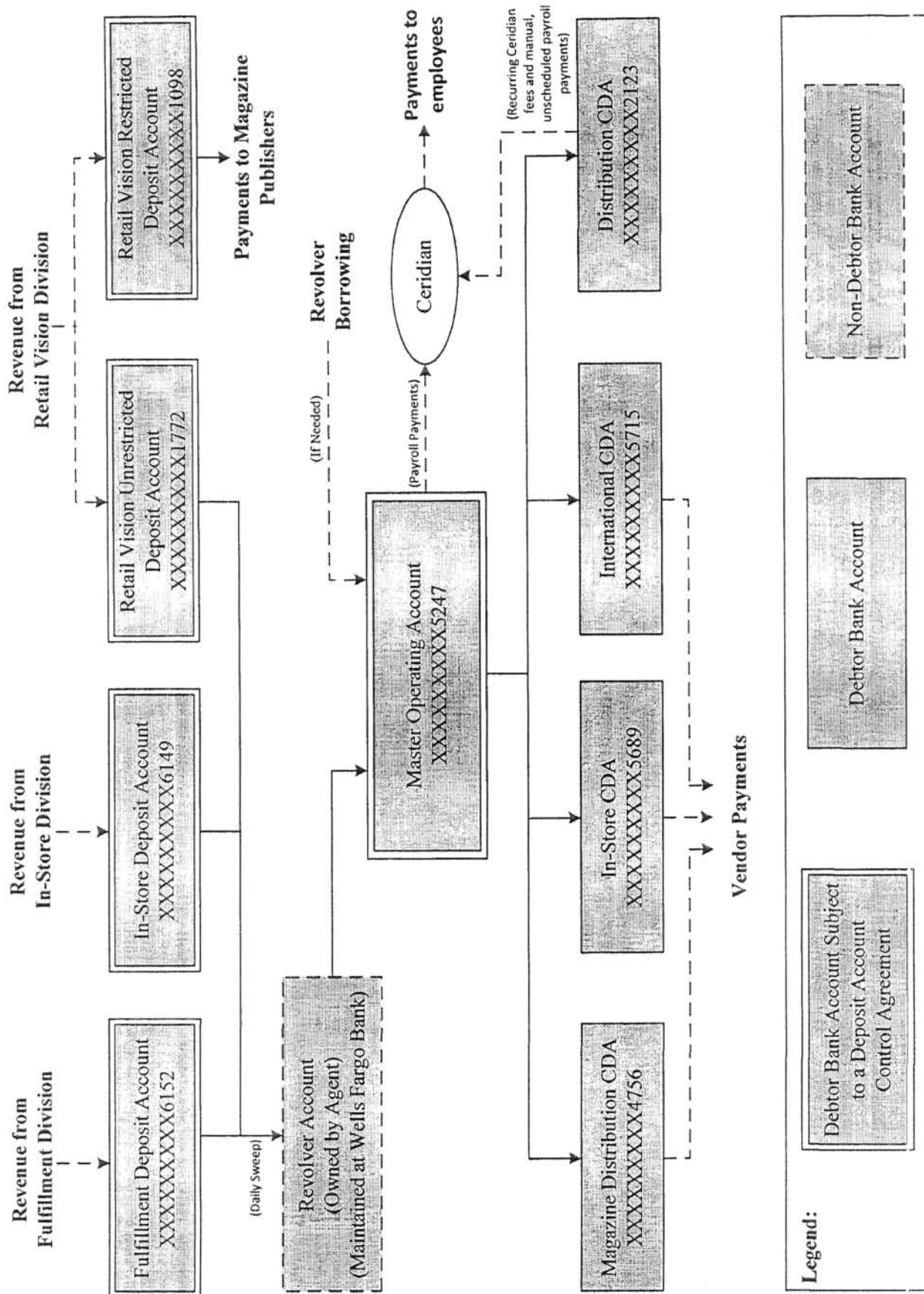


EXHIBIT 2

Bank Accounts

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.	xxxxxxxxx4756
7	In-Store CDA	Source Interlink Distribution, LLC	Wells Fargo Bank, N.A.	xxxxxxxxx5689
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.	xxxxxxxxx 2123

Exhibit 4

Schedule of Retainers Paid

Source Home Entertainment, LLC and Subsidiary Debtors

Payee	Payment		Name of Payer	Amount	Applied to		Balance
	Date	Method			Date		
Kirkland & Ellis LLP	4/18/2014	Electronic	Source Interlink Distribution, LLC	\$ 250,000	Unknown	Unknown	Unknown
FTI Consulting	3/25/2014	Electronic	Source Interlink Distribution, LLC	200,000	Unknown	Unknown	Unknown
Young Conaway Stargatt and Taylor, LLP	5/13/2014	Electronic	Source Interlink Distribution, LLC	100,000	Unknown	Unknown	Unknown
Berger Singerman LLP	6/6/2014	Electronic	Source Interlink Distribution, LLC	50,000	Unknown	Unknown	Unknown
Kurtzman Carson	4/29/2014	Electronic	Source Interlink Distribution, LLC	25,000	Unknown	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.