NOVATION AND AMENDMENT TO SVOD LICENSE AGREEMENT

The SVOD License Agreement ("License <u>Agreement</u>"), entered into as of November 7, 2012, by and between SPE India Films Holding LLC ("<u>SIFH</u>") and Bennett Broadcasting & Distribution Services Limited ("<u>Licensee</u>"), is hereby novated and amended with effect from September 1, 2013 ("<u>Effective Date</u>") in the following respects:

WHEREAS, SIFH has entered into a distribution agreement ("<u>Distribution Agreement</u>") dated as of April 1, 2013, with SPE Films (India) Private Limited ("<u>SFIPL</u>") with an address at 503, Alpha Building, Main Street, Hiranandani Gardens, Powai, Mumbai – 40076 India, whereby, SIFH has granted the rights to SFIPL to (i) distribute content throughout the territory of India, Nepal and Bhutan during the term as defined in the Distribution Agreement, and (ii) maintain through the term a proper and adequate licensing organization so that the content shall receive as wide and profitable a distribution as possible under the circumstances; and

WHEREAS, pursuant to the Distribution Agreement, SIFH wishes to novate all the rights, title, interest, liabilities and obligations in respect of the License Agreement in favor of SFIPL, so as to facilitate the continuance of the provisions of the License Agreement between SIFH and Licensee.

NOW THEREFORE, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties hereby agree to enter into a Novation and Amendment Agreement as follows:

NOVATION

- 1. All rights, title, interest, liabilities and obligations of SIFH under the License Agreement are hereby novated to and assumed by SFIPL with effect from the Effective Date. SFIPL hereby agrees to such novation and assumption. It is clarified that the foregoing novation and assumption shall not relieve SIFH in respect of any losses, liabilities or claims suffered or incurred or brought against, or payments and obligations due under the License Agreement prior to the Effective Date.
- 2. Each reference to "Licensor" in the License Agreement shall refer to SFIPL in lieu of SIFH.

AMENDMENT

1. The following new sentence shall be inserted at the beginning of Section 7.1 of Schedule A of the License Agreement:

Without limiting the final sentence in each of Section 4 and Section 5.3 of the Principal Terms, all prices set forth in this agreement are exclusive of service tax that may apply. Licensee agrees that the amount invoiced by Licensor hereunder shall include service tax, and Licensee shall pay to Licensor the total amount invoiced. No other tax, cess or fee shall be levied by Licensor.

2. The bank account information set forth in Section 7.1 of Schedule A of the License Agreement shall be amended and restated in its entirety as follows:

Bank: Standard Chartered Bank

Address: CRESCENZO, 3rd Floor, C-38/39, G-Block, Behind MCA Club, BKC, Bandra (East), Mumbai 400 051

India

Account Name: SPE Films Account - SPTI

Account No.: 22105039558

The foregoing amendment shall be effective upon the Effective Date. Except as specifically amended by this Amendment, the License Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms. Section or other headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of the Amendment, and no provision of this Amendment shall be interpreted for or against any party because that party or its legal representative drafted the provision.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the Effective Date.

SPE INDIA FILMS HOLDING LLC	BENNETT BROADCASTING & DISTRIBUTION SERVICES LIMITED
By (Signature)	By (Signature)
Title	Title
SPE FILMS (INDIA) PRIVATE LIMITED	
By (Signature)	
Title	