Court File No. CV-10-00008742-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	TUESDAY, THE 20TH
	)	
JUSTICE CONWAY		DAY OF JULY, 2010

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MOVIE GALLERY CANADA, INC.

MOVIE GALLERY CANADA, INC.

Applicant

O R D E R

THIS MOTION, made by the Applicant, Movie Gallery Canada, Inc., was heard this day, at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Wesley D. Sand sworn July 13, 2010, and the exhibits thereto, and the Third Report of A. Farber & Partners Inc., the Proposal Trustee, and the exhibits and appendices thereto, and on hearing the submissions of the lawyer(s) for Movie Gallery Canada, Inc.,

1. **THIS COURT ORDERS** that that the time for service of the Motion Record is hereby abridged and that the Motion is properly returnable today.

2. **THIS COURT ORDERS** that the deadline for the filing of a Proposal by the Applicant, Movie Gallery Canada, Inc. (the "**Company**"), be and hereby is extended until September 7, 2010.

3. **THIS COURT ORDERS** that notwithstanding sub-paragraph 7 (c) of the Order of the Honourable Mr. Justice Campbell in the within action dated June 11, 2010, the deadline for the completion of the Sale be and is hereby extended to 11:59 p.m. on August 15, 2010.

4. **THIS COURT ORDERS** that the Amending Agreement dated July 8, 2010 between a joint venture consisting of Schottenstein Bernstein Corporation, Tiger Capital Group, LLC

and Hudson Capital Partners, LLC (collectively, the "**Agent**") and the Company (the "**Amending Agreement**"), attached hereto as Schedule "**A**" in redacted form, be and is hereby approved.

5. **THIS COURT ORDERS** that the Amending Agreement shall be treated as confidential and shall be segregated from other documents or information filed in connection with this motion and shall be provided to this Honourable Court in a sealed envelope identifying the action and prominently marked with the following legend:

> "**CONFIDENTIAL INFORMATION**
>
> Pursuant to an Order dated July 20, 2010 (the "Order"), this envelope shall remain sealed in the Court file and shall not be opened until further order of this Honourable Court"

and the sealed envelope shall not be opened until further order of this Honourable Court.

6. **THIS COURT ORDERS** that the conduct of the Company and of the Proposal Trustee to date, as set out in the Affidavit of Wesley Sand sworn July 13, 2010 and the Third Report of the Proposal Trustee (and the exhibits and appendices thereto), be and is hereby approved.

7. **THIS COURT ORDERS** that there be no Order as to costs of this Motion.

Conway J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 20 2010

PER / PAR: JSN

SCHEDULE "A"

AMENDING AGREEMENT

This Agreement (the "**Amending Agreement**") is made and entered into as of the 8th day of July, 2010 by and between a joint venture consisting of Schottenstein Bernstein Corporation, Tiger Capital Group, LLC and Hudson Capital Partners, LLC (collectively, the "**Agent**") and Movie Gallery Canada, Inc. (the "**Merchant**").

RECITALS

WHEREAS the Agent and the Merchant entered into an agency agreement dated June 8, 2010 (the "**Agency Agreement**");

AND WHEREAS pursuant to an order granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on June 11, 2010, the Agency Agreement was approved by the Court;

AND WHEREAS subject to approval by the Court, the Agent and the Merchant now wish to amend certain terms of the Agency Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereby covenant and agree as follows:

1. **Interpretation.** All words and expressions defined in the Agency Agreement and used but not otherwise defined in this Amending Agreement shall have the meaning specified in the Agency Agreement.

2. **Amendments.**

2.1 Subject to approval by the Court, the Agency Agreement is hereby amended as follows:

(a) Section 4.1(p) of the Agency Agreement is deleted in its entirety and replaced with the following:

(p) [redacted]

(b) The words "July 31, 2010" in Section 6.1 of the Agency Agreement are deleted and replaced with "August 15, 2010".

(collectively, the "**Amendments**").

3. **Court Approval.** The foregoing Amendments contained in this Amending Agreement shall only be effective upon approval by the Court.

4. **Other Documents.** Any reference to the Agency Agreement made in any documents delivered pursuant thereto or in connection therewith shall be deemed to refer to the Agency Agreement as amended, extended, modified, renewed or supplemented from time to time, unless the context otherwise requires.

5. **No other Amendments.** With the exception of the foregoing Amendments, the Agency Agreement shall continue in full force and effect, unamended.

6. **Headings.** The headings in this Amending Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions, or provisions of this Amending Agreement.

7. **Governing Law.** This Amending Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada without regard to conflicts of laws principles thereof.

8. **Successors and Assigns.** This Amending Agreement shall inure to the benefit of and be binding upon Agent and Merchant, and their respective successors and assigns; provided, however, that this Amending Agreement may not be assigned by Merchant or Agent to any party without the prior written consent of the other.

9. **Counterparts.** This Amending Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one agreement. This Amending Agreement may be executed by facsimile, and such facsimile signature shall be treated as an original signature hereunder.

IN WITNESS WHEREOF, the Agent and Merchant hereby execute this Amending Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

MOVIE GALLERY CANADA, INC.

By:
Print Name and Title:
Wesley D. Sand, President and COO

[Signatures continued on next page]

HUDSON CAPITAL PARTNERS, LLC
On Behalf of the joint venture of
SCHOTTENSTEIN BERNSTEIN CORPORATION
TIGER CAPITAL GROUP, LLC and
HUDSON CAPITAL PARTNERS, LLC

By: _____
Print Name and Title:
David Reeves
President

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MOVIE GALLERY CANADA, INC.

Court File No: CV-10-00008742-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

ORDER

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON CANADA M5H 3S1

Maurice Fleming LSUC#: 24045O
Eric Sherkin LSUC#: 54131B
Tel: 416.595.8686/8599
Fax: 416.595.8695
E-mail: mfleming@millerthomson.com / esherkin@millerthomson.com

Lawyers for the Applicant,
Movie Gallery Canada, Inc.