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Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,¹) Case No. 10-30696-DOT
)
Debtors.)
)

**INTERIM ORDER DETERMINING ADEQUATE ASSURANCE OF PAYMENT
FOR FUTURE UTILITY SERVICES AND SETTING A FINAL HEARING**

Upon the motion (the “Motion”)² of the above-captioned debtors (collectively, the “Debtors”) for the entry of an interim order (the “Interim Order”) and a final order determining adequate assurance of payment for future utility services and the First Day Affidavit; it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper

¹ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.



before this court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

1. The Motion is granted on an interim basis.
2. The Debtors' utilities (as such term is used in section 366 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), collectively, the "Utility Providers") are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges or from requiring additional adequate assurance of payment other than a deposit equal to two weeks of utility service, calculated based on the historical average over the 12 months before February 2, 2010 (the "Commencement Date") (the "Adequate Assurance Deposit"), in conjunction with the Debtors' ability to pay for future utility services in the ordinary course of business (collectively, the "Debtors' Adequate Assurance"), pending entry of an order (the "Final Order") after the final hearing (the "Final Hearing") on the Motion. To the extent that any Utility Provider is currently holding a deposit from any Debtor, such current deposit shall be credited towards any deposit made or to be made pursuant hereto.

3. A Utility Provider who requests and accepts an Adequate Assurance Deposit shall be deemed to have stipulated that the Adequate Assurance Deposit constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code and such Utility Provider shall be deemed to have waived any right to seek additional adequate assurance during the course of these chapter 11 cases.

4. A Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request (an "Additional Assurance Request") in accordance with the procedures set forth on Exhibit 1 attached hereto (the "Adequate Assurance Procedures") upon the Debtors at the following addresses: (a) Movie Gallery, Inc., 9275 SW

Peyton Lane, Wilsonville, Oregon 97070, Attn: Donato Capobianco; and (b) Kutak Rock LLP, 1111 E. Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael Condyles, Esq. and Peter J. Barrett, Esq.

5. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits, and (d) explain why the Utility Provider believes the Debtors' Adequate Assurance is not sufficient adequate assurance of future payment.

6. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth in paragraph 4 of this Interim Order, the Debtors shall have the greater of (a) 20 days from the receipt of such Additional Assurance Request and (b) 30 days from the Commencement Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.

7. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments and other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

8. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider filing such Additional Assurance Request during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court on proper notice to determine the

adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) as such term is used in section 366(c)(3) of the Bankruptcy Code.

9. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors’ Adequate Assurance.

10. Any Utility Provider who objects to the Debtors’ Adequate Assurance or the Adequate Assurance Procedures must file an objection (each, a “Procedure Objection”) in accordance with the procedures set forth on Exhibit 1 attached hereto (the “Objection Procedures”).

11. All Utility Providers who do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Final Order.

12. The Final Hearing is set for February 22, 2010 at 10:00 a.m. (prevailing Eastern Time).

13. A Utility Provider shall be deemed to have adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code unless and until (a) the Debtors, in their sole discretion, agree to an alternative assurance of payment with the Utility Provider or (b) the Court enters an order at the Final Hearing requiring that additional adequate assurance of payment be provided.

14. The Debtors are authorized, in their sole discretion, to amend the utility service list attached as Exhibit C to the Motion (the “Utility Service List”) to add or delete any Utility Provider, and this Interim Order shall apply to any such Utility Provider that is subsequently added to the Utility Service List.

15. The form of the notice of the Final Hearing attached hereto as Exhibit 2 (the “Final Hearing Notice”) is approved.

16. The Debtors shall serve a copy of the Motion, this Interim Order, the applicable portion of the Utility Service List and the Final Hearing Notice on each Utility Provider listed on the Utility Service List no later than two business days after the date this Interim Order is entered, and shall similarly serve a copy of the Motion, this Interim Order, the applicable portion of the Utility Service List and the Final Hearing Notice on each Utility Provider subsequently added by the Debtors to the Utility Service List.

17. The Debtors are authorized to (a) pay any amounts that may be subsequently determined to be due and owing to Advantage IQ, Inc. (“Advantage”) for their services rendered prior to the Commencement Date and (b) continue making payments to Advantage for their services rendered in the ordinary course of business.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

19. The terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

20. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Date: February __, 2010
Richmond, Virginia

United States Bankruptcy Judge

We ask for this:

/s/ Kimberly A. Pierro
KUTAK ROCK LLP

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Attorneys for Debtors and Debtors in Possession

CERTIFICATION

Pursuant to the Local Rules of this Court, I certify under penalty of perjury that all necessary parties were served by overnight, facsimile, or first-class mail on February 3, 2010:

/s/ Kimberly A. Pierro
Counsel

EXHIBIT 1

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Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., <u>et al.</u> , ¹) Case No. 10-30696-DOT
)
Debtors.)
)

**DEBTORS' ADEQUATE ASSURANCE
PROCEDURES AND OBJECTION PROCEDURES**

On February 2, 2010 (the "Commencement Date"), the above-captioned debtors (collectively, the "Debtors") filed chapter 11 petitions commencing chapter 11 cases under the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"). On February 3, 2010, the Debtors filed the Motion of the Debtors for Entry of Interim and Final Orders Determining Adequate Assurance of Payment for Future Utility Services [Docket No. []] (the

¹ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

“Motion”).² On [], [], the Bankruptcy Court entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services and Setting a Final Hearing [Docket No. []] (the “Interim Order”). Pursuant to the Interim Order, the Bankruptcy Court approved the Debtors’ proposed adequate assurance, the procedures for utility providers to request additional or different adequate assurance described herein (the “Adequate Assurance Procedures”) and the objection procedures described herein (the “Objection Procedures”) to the relief requested in the Motion.

A. Debtors’ Adequate Assurance

1. The Debtors will provide a deposit equal to two weeks of utility service, calculated based on the historical average over the 12 months before the Commencement Date, to any utility (as such term is used in section 366 of the Bankruptcy Code, collectively, the “Utility Providers”) who requests such a deposit in writing (the “Adequate Assurance Deposit,” and in conjunction with the Debtors’ ability to pay for future utility services in the ordinary course of business, the “Debtors’ Adequate Assurance”), provided that such requesting Utility Provider does not already hold a deposit equal to or greater than two weeks of utility services, and provided further that such Utility Provider is not currently paid in advance for its services.

2. Any Utility Provider desiring an Adequate Assurance Deposit must serve a request (an “Adequate Assurance Deposit Request”) so that it is received by the Debtors at the following addresses: (a) Movie Gallery, Inc., 9275 SW Peyton Lane, Wilsonville, Oregon 97070, Attn: Donato Capobianco; and (b) Kutak Rock LLP, 1111 E. Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael Condyles, Esq. and Peter J. Barrett, Esq. (collectively, the “Notice Parties”).

3. As a condition of requesting and accepting an Adequate Assurance Deposit, the requesting Utility Provider shall be deemed to have stipulated that the Adequate Assurance

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Deposit constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code, and shall further be deemed to have waived any right to seek additional adequate assurance during the course of these chapter 11 cases.

B. Adequate Assurance Procedures

1. Absent compliance with these Adequate Assurance Procedures, the Utility Providers are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges or require additional adequate assurance of payment other than the Debtors' Adequate Assurance pending entry of the final order approving the Motion (the "Final Order").

2. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments and otherwise must serve a request (an "Additional Assurance Request") so that it is received by the Notice Parties.

3. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits, and (d) explain why the Utility Provider believes the Debtors' Adequate Assurance is not sufficient adequate assurance of future payment.

4. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) 20 days from the receipt of such Additional Assurance Request and (b) 30 days from the Commencement Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.

5. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider

with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments and other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

6. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.

7. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors’ Adequate Assurance.

C. Objection Procedures

1. The final hearing (the “Final Hearing”) approving the Motion is set for [], 2010 at []:[] a.m./p.m. prevailing Eastern Time.

2. Any Utility Provider that objects to the Debtors’ Adequate Assurance outlined herein must file and serve an objection (an “Procedure Objection”) so that it is actually received by the Notice Parties no later than three business days before the Final Hearing (the “Objection Deadline”).

3. Any Procedure Objection must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits, and (d) explain why the Utility

Provider believes the Debtors' Adequate Assurance is not sufficient adequate assurance of future payment.

4. The Debtors may, in their sole discretion, resolve any Procedure Objection by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments and other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

5. If the Debtors determine that the Procedure Objection is not reasonable and are not able to reach a prompt alternative resolution with the Utility Provider filing such Procedure Request, the Procedure Objection will be heard at the Final Hearing.

6. All Utility Providers who do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Final Order.

D. Subsequent Modifications

7. The terms of the Interim Order and Final Order apply to any subsequently identified Utility Provider. For those Utility Providers that are subsequently added to Exhibit C attached to the Motion (the "Utility Service List"), the Debtors will serve a copy of the Motion, the Interim Order or Final Order, as appropriate, the applicable portion of the Utility Service List and the Final Hearing Notice on such subsequently added Utility Provider. Such subsequently added entities would then have 20 days from service of the Motion, the Interim Order or Final Order, as appropriate, the applicable portion of the Utility Service List and the Final Hearing Notice to make an objection (the "Subsequent Objection Deadline" and with the Objection Deadline, the "Deadlines").

EXHIBIT 2

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Proposed Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,³) Case No. 10-30696-DOT
)
Debtors.)
)

**NOTICE OF FINAL HEARING ON THE MOTION OF THE
DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
DETERMINING ADEQUATE ASSURANCE OF FUTURE UTILITY SERVICES**

Commencement of Chapter 11 Cases. On February 2, 2010, the above-captioned debtors (collectively, the “Debtors”) filed chapter 11 petitions commencing chapter 11 cases under the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”).

Debtors’ Adequate Assurance and Objection Procedures: On February 3, 2010, the Debtors filed the Motion of the Debtors for Entry of Interim and Final Orders Determining Adequate Assurance of Payment for Future Utility Services [Docket No. []] (the “Motion”). On [], [], the Bankruptcy Court entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services [Docket No. []] (the “Interim Order,” attached hereto).

Pursuant to the Interim Order, the Bankruptcy Court conditionally approved the adequate assurance of payment (the “Debtors’ Adequate Assurance”), the procedures for utilities (as such

³ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

term is used in section 366 of the Bankruptcy Code, collectively, the “Utility Providers”) to request additional or different adequate assurance (the “Adequate Assurance Procedures”) and the objection procedures (the “Objection Procedures”), all as set forth on Exhibit 1 annexed to the Interim Order attached hereto, and deemed that all Utility Providers have received adequate assurance of payment pursuant to section 366 of the Bankruptcy Code.

You are receiving this notice because your rights may be affected by the Interim Order. If you have been identified by the Debtors as a Utility Provider, the information listed for the Utility Provider receiving this notice is listed in the table below.

Utility Provider	Address	Location to Be Served	Type of Service
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The final hearing (the “Final Hearing”) on the relief requested in the Motion shall occur on February 22, 2010 at 10:00 a.m. (prevailing Eastern Time)

Pursuant to the Objection Procedures, any objections to the Motion must be actually received no later than three business days before the Final Hearing (the “Objection Deadline”) by the Debtors at the following addresses: (i) Movie Gallery, Inc., 9275 SW Peyton Lane, Wilsonville, Oregon 97070, Attn: Donato Capobianco; and (ii) Kutak Rock LLP, 1111 E. Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael Condyles, Esq. and Peter J. Barrett, Esq.

Any Utility Provider who fails to file a timely objection to the Motion in accordance with the Objection Procedures is deemed to consent to the Adequate Assurance Procedures and shall be bound by the final order approving the Motion.

Neither the Debtors’ counsel nor the Bankruptcy Court Clerk’s Office can give you legal advice. You may wish to consult an attorney to protect your rights.

Dated: February __, 2010
Richmond, Virginia

Respectfully submitted,

KUTAK ROCK LLP

By:

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Proposed Attorneys for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
)
MOVIE GALLERY, INC., et al.,⁴) Case No. 10-30696-DOT
)
Debtors.)
)

**FINAL ORDER DETERMINING ADEQUATE ASSURANCE OF PAYMENT
FOR FUTURE UTILITY SERVICES**

Upon the motion (the “Motion”)⁵ of the above-captioned debtors (collectively, the “Debtors”) for the entry of a final order (the “Final Order”) determining adequate assurance of payment for future utility services and the First Day Affidavit; the Court having entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services and Setting a Final Hearing [Docket No.] (the “Interim Order”); it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; it appearing that this

⁴ The Debtors in the cases are Movie Gallery, Inc., Hollywood Entertainment Corporation, Movie Gallery US, LLC, MG Real Estate, LLC, and HEC Real Estate, LLC.

⁵ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

8. The Motion is granted in its entirety on a final basis.

9. The Debtors' utilities (as such term is used in section 366 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), collectively, the "Utility Providers") are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges or require additional adequate assurance of payment other than a deposit equal to two weeks of utility service, calculated based on the historical average over the 12 months before February 2, 2010 (the "Commencement Date") (the "Adequate Assurance Deposit"), in conjunction with the Debtors' ability to pay for future utility services in the ordinary course of business (collectively, the "Debtors' Adequate Assurance").

10. The Debtors' Adequate Assurance is hereby approved on a final basis and is deemed adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code.

11. A Utility Provider who requests and accepts an Adequate Assurance Deposit shall be deemed to have stipulated that the Adequate Assurance Deposit constitutes adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code, and such Utility Provider shall be deemed to have waived any right to seek additional adequate assurance during the course of these chapter 11 cases.

12. A Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request (an “Additional Assurance Request”) in accordance with the procedures set forth on Exhibit 1 attached hereto (which shall be substantially the same as Exhibit 1 attached to the Interim Order with appropriate modifications) (the “Adequate Assurance Procedures”) upon the Debtors at the following addresses: (a) Movie Gallery, Inc., 9275 SW Peyton Lane, Wilsonville, Oregon 97070, Attn: Donato Capobianco; and (b) Kutak Rock LLP, 1111 E. Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael Condyles, Esq. and Peter J. Barrett, Esq.

13. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits, and (d) explain why the Utility Provider believes the Debtors’ Adequate Assurance is not sufficient adequate assurance of future payment.

14. Upon the Debtors’ receipt of any Additional Assurance Request at the addresses set forth in paragraph 5 of this Final Order, the Debtors shall have the greater of (a) 20 days from the receipt of such Additional Assurance Request and (b) 30 days from the Commencement Date (collectively, the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment.

15. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments and other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

16. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider filing such Additional Assurance Request during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court on proper notice to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.

17. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors’ Adequate Assurance.

18. A Utility Provider shall be deemed to have adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code unless and until (a) the Debtors, in their sole discretion, agree to an alternative assurance of payment with the Utility Provider or (b) the Court enters an order requiring that additional adequate assurance of payment be provided.

19. The Debtors are authorized, in their sole discretion, to amend the utility service list attached as Exhibit C to the Motion (the “Utility Service List”) to add or delete any Utility Provider, and the Interim Order and Final Order shall apply to any such Utility Provider that is subsequently added to the Utility Service List.

20. For those Utility Providers that are subsequently added to the Utility Service List, the Debtors will serve a copy of the Motion, the Final Order and the applicable portion of the Utility Service List on such subsequently added Utility Provider. Such subsequently added entities would then have 20 days from service of the Motion, the Final Order and the applicable portion of the Utility Service List to make an objection

21. Any Utility Provider who failed to file a timely objection to the Motion in accordance with the objection procedures set forth on Exhibit 1 attached hereto (the “Objection Procedures”) is deemed to consent to the Adequate Assurance Procedures and shall be bound by this Order.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

23. The terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

24. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Date: February ____, 2010
Richmond, Virginia

United States Bankruptcy Judge