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

In re:)	Case No. 07-_____
)	Jointly Administered
MOVIE GALLERY, INC., et al., ¹)	Chapter 11
)	
Debtors.)	
)	

**MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE
DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND
EXECUTORY CONTRACTS EFFECTIVE AS OF THE COMMENCEMENT DATE**

The above-captioned debtors (collectively, the “Debtors”) hereby move the Court, pursuant to this motion (the “Motion”), for the entry of an order, substantially in the form of Exhibit A, authorizing the Debtors to reject certain unexpired leases (including leases and subleases of nonresidential real property for each Vacant Store Lease (as defined below), the “Leases”) as set forth on Exhibit 1 annexed to Exhibit A attached hereto (the “Order”) and executory contracts as set forth on Exhibit 2 annexed to the Order effective as of the

¹ The Debtors in the cases include: Movie Gallery, Inc.; Hollywood Entertainment Corporation; M.G. Digital, LLC; M.G.A. Realty I, LLC; MG Automation LLC; and Movie Gallery US, LLC.



Commencement Date (as defined herein). In support of this Motion, the Debtors respectfully state as follows:²

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are sections 105(a) and 365(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”).

Background

4. On the date hereof (the “Commencement Date”), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated. Concurrently with the filing of this Motion, the Debtors have sought procedural consolidation and joint administration of these chapter 11 cases.

5. The Debtors are the second largest North American home entertainment specialty retailer. They currently operate approximately 4,200 retail stores located throughout all 50 states. They rent and sell DVDs, videocassettes and video games through three distinct brands — Movie Gallery, Hollywood Video and Game Crazy.

² The facts and circumstances supporting this Motion are set forth in the Affidavit of William C. Kosturos, Chief Restructuring Officer of Movie Gallery, Inc., in Support of First Day Motions (the “First Day Affidavit”), filed contemporaneously herewith.

6. In 2006, the aggregate annual revenues of the Debtors and their non-Debtor affiliates, including rental revenue and product sales, exceeded \$2.5 billion. Of this amount, approximately 56% was attributed to DVD rentals, 15% to the sale of previously-rented DVDs, VHS cassettes and video games, 13% to the sale of new and used gaming products, 7% to game rentals, 4% to the sale of concessions and other miscellaneous products, 3% to the sale of movie-related products and merchandise and 2% to VHS cassette rentals. As of September 2, 2007, the Debtors and their non-Debtor affiliates employed approximately 38,800 employees, including approximately 7,500 full-time employees and 31,300 part-time employees.

7. Several factors have led to the filing of these chapter 11 cases. First, the video rental industry is highly competitive. The Debtors face direct competition from competitors such as Blockbuster and Netflix and indirect competition from pay-per-view, cable television and big-box retailers who sell DVDs at increasingly lower prices. Furthermore, recent box office receipts of rental releases have declined over the previous year, contributing to an industry-wide decline in demand for video rentals. Finally, as the Debtors' financial performance has deteriorated, they have experienced contracting trade terms, which have had a negative impact on the Debtors' liquidity, which, in turn, has contributed to the Debtors' inability to comply with certain financial covenants under their credit agreements.

8. As of the Commencement Date, the Debtors operated approximately 4,200 stores across all 50 states. The Debtors either ceased or are in the process of ceasing operations at a number of store locations as part of the Debtors' prepetition and ongoing restructuring efforts. In situations in which the operations have ceased and the lease does not have any value to the Debtors, the Debtors will seek to reject such leases, by this Motion or ones filed in the future.

Moreover, the Debtors will continue to evaluate their assets to maximize the value of their estates.

9. Generally, the Debtors do not own the property on which these stores are or were operated. Instead, the Debtors lease nonresidential real property (each, a “Real Property Lease”) from numerous lessors and other counterparties (each, a “Lessor”). In certain instances, the Debtors also sublease nonresidential real property (each, a “Real Property Sublease,” and together with each Real Property Lease, collectively, as amended or modified, the “Vacant Store Leases”).³ The terms of the Vacant Store Leases range from one month to nine years, excluding option periods, and generally the lease payments for the Vacant Store Leases range from \$14,400 to \$235,000 per year.

10. In considering their options with respect to the Vacant Store Leases prior to the Commencement Date, the Debtors evaluated the possibility of one or more assignments or subleases of the Vacant Store Leases. The Debtors have determined that the transactional costs and postpetition occupancy costs associated with marketing the Vacant Store Leases exceeds any marginal benefit received from potential assignments or subleases.

11. Furthermore, in addition to their obligation to pay rent under the Vacant Store Leases, the Debtors also are obligated to pay for certain real estate taxes, utilities, insurance and other related charges associated with such leases. The Debtors have examined the costs associated with their obligation to pay rent under the Vacant Store Leases and estimate that the annual net cost to the Debtors is approximately \$15.4 million per year. The Debtors have determined in their business judgment that such costs, with the concomitant costs of operating

³ The Leases include all of the Vacant Store Leases and may include certain other unexpired leases, all of which are included on Exhibit 1 annexed to the Order.

these locations, constitute an unnecessary drain on the Debtors' resources. Accordingly, in an effort to reduce postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors believe that the rejection of the Vacant Store Leases (as set forth on Exhibit 1 annexed to the Order attached hereto) effective as of the Commencement Date is in the best interests of the Debtors, their estates and their creditors.

12. In addition, the Debtors are parties to various executory contracts (each, an "Executory Contract"). These Executory Contracts include numerous excess space broker listing, software license and management agreements. The terms of the Executory Contracts range from nine months to three years.

13. The Debtors believe that the Executory Contracts no longer provide any significant benefits. Accordingly, the Debtors believe in their sound business judgment that rejection of the Executory Contracts (as set forth on Exhibit 2 annexed to the Order) effective as of the Commencement Date also is in the best interests of the Debtors, their estates and their creditors.

Relief Requested

14. By this Motion, the Debtors seek authority to reject the Leases and the Executory Contracts effective as of the Commencement Date.

Basis for Relief

A. Rejection of the Leases and the Executory Contracts Reflects the Debtors' Sound Business Judgment

15. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of

burdensome agreements which have not been completely performed.” Stewart Title Guaranty Co. v. Old Republic Nat’l Title Ins. Co., 83 F.3d 735, 741 (5th Cir. 1996) (citing In re Murexco Petroleum, Inc., 15 F.3d 60, 62 (5th Cir. 1994)).

16. The standard courts apply to determine whether the rejection of an executory contract or unexpired lease should be authorized is the “business judgment” standard. See In re Orion Pictures Corp., 4 F.3d 1095, 1098-99 (2d Cir. 1993); In re Lawson, 146 B.R. 663, 664-65 (Bankr. E.D. Va. 1992) (“[t]he Fourth Circuit has adopted the ‘business judgment’ test as the appropriate standard in determining whether to permit a debtor to reject an executory contract . . . [and a] court will defer to a debtor’s determination that rejection of a contract would be advantageous [to the estate] unless that decision is clearly erroneous”) (citation omitted), aff’d in part, rev’d in part 14 F.3d 595 (4th Cir. 1993) (unpublished opinion); see also NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (recognizing the “business judgment” standard used to approve rejection of executory contracts); In re Klein Sleep Prods., Inc., 78 F.3d 18, 25 (2d Cir. 1996) (same). The business judgment standard requires a court to approve a debtor’s business decision unless that decision is the product of bad faith, whim or caprice. See In re Lubrizon Enters., Inc. v. Richmond Metal Finishers, Inc., 756 F.2d 1043, 1047 (4th Cir. 1985), cert. denied sub nom., Lubrizol Enters., Inc. v. Canfield, 475 U.S. 1057 (1986).

17. Rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. See Orion Pictures Corp., 4 F.3d at 1098-99; In re Stable Mews Assocs., Inc., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984). Upon finding that a debtor exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the

rejection under section 365(a). See In re Bradlees Stores, Inc., 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), appeal dismissed, 210 B.R. 506 (S.D.N.Y. 1997); In re Summit Land Co., 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtors' decision to assume or reject an executory contract "should be granted as a matter of course").

18. The Leases and the Executory Contracts are not a source of potential value for the Debtors' future operations, creditors or interest holders. Even if certain of the Vacant Store Leases constitute below-market leases, the Debtors' obligations to pay, for example, postpetition rent, real estate taxes, utilities, insurance and other related charges diminishes any potential value received from an assignment or sublease, specifically given the relatively short term remaining in each Lease. In addition, the Executory Contracts provide no further benefit to the Debtors. Accordingly, the Debtors have determined that the Leases and the Executory Contracts constitute an unnecessary drain on the Debtors' resources and, therefore, rejection of the Leases and the Executory Contracts reflects the Debtors' exercise of sound business judgment.

B. Effective Date of Rejection as the Date this Motion Filed and Served Is Appropriate

19. The Debtors also respectfully submit that it is appropriate for the Court to order that the effective date of rejection of the Leases and Executory Contracts is the date the Debtors filed this Motion.

20. While section 365 of the Bankruptcy Code does not specifically address whether the Court may order rejection to be effective retroactively, many courts have held that bankruptcy courts may, in their discretion, authorize rejection retroactive to a date prior to entry of the order authorizing. See, e.g., In re At Home Corp., 392 F.3d 1064, 1065-66 (9th Cir. 2004)

(affirming bankruptcy court's approval of retroactive rejection), cert. denied sub nom. Pacific Shores Dev., LLC v. At Home Corp., 546 U.S. 814 (2005); In re CCI Wireless, LLC, 297 B.R. 133, 140 (D. Colo. 2003) (holding that "because section 365 does not, as a matter of law, prohibit selection of a retroactive date for rejection, the bankruptcy court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject."); In re Thinking Machs., Corp., 67 F.3d 1021, 1028 (1st. Cir. 1995) ("bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation"); In re Jamesway Corp., 179 B.R. 33, 36-37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection").

21. The balance of the equities favors the relief requested herein. Without a retroactive date of rejection, the Debtors will be forced to incur unnecessary administrative charges for leases and contracts that provide no tangible benefit to the Debtors' estates. Moreover, the counterparties to the Leases and the Executory Contracts will not be unduly prejudiced if the rejection is deemed effective as of the date the Debtors serve and file this Motion because they will receive notice of this Motion and have sufficient opportunity to act accordingly. In addition, by the time they receive notice of this Motion, in substantially the form attached hereto as Exhibit B, the counterparties will be relieved of their own obligations under the Leases and the Executory Contracts — allowing them to cease performance and immediately repossess their property, if applicable. In fact, the counterparties may benefit from such rejection because the Debtors have vacated the premises, in the case of real property leases, and surrendered the keys to the Lessors, thereby allowing the Lessors to relet the premises

immediately. See, e.g., In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that lease at issue should be deemed rejected as of the petition date due to equities of case where debtor turned over keys and vacated premises prepetition and served motion to reject lease as soon as possible); In re Federated Dep't Stores, Inc., 131 B.R. 808, 814 (S.D. Ohio 1991) (affirming lower court's approval of department store debtor's rejection of real property lease where debtor had closed ailing department store and no longer needed the leased premises). In sum, the Debtors respectfully submit that it is fair and equitable for the Court to find that the Leases and the Executory Contracts are rejected as of the Commencement Date, which is the date this Motion is filed.

22. In many chapter 11 cases in this district and others, courts have authorized similar relief. See, e.g., In re US Airways Group, Inc., Case No. 02-83984 (Bankr. E.D. Va. Aug. 12, 2002) (RGM) (rejection of real property leases effective as of the date notice of motion was filed); In re AMF Bowling Worldwide, Case No. 01-61119 (DOT) (Bankr. E.D. Va. July 5, 2001) (same); In re Heilig-Meyers Co., Case No. 00-34533 (DOT) (Bankr. E.D. Va. Aug. 16, 2000) (same); see also In re Calpine Corp., Case No. 05-60200 (Bankr. S.D.N.Y. Dec. 21, 2005); In re Tower Auto., Inc., Case No. 05-10578 (Bankr. S.D.N.Y. Feb. 3, 2005); In re UAL Corp., Case No. 02-48191 (Bankr. N.D. Ill. Dec. 11, 2002) (same); In re Kmart Corp., Case No. 02-02474 (Bankr. N.D. Ill. Jan. 25, 2002) (same).

Waiver of Memorandum of Points and Authorities

23. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be

accompanied by a written memorandum of points and authorities as described in Rule 9013-1(G) of the Local Bankruptcy Rules for the Eastern District of Virginia.

Notice

24. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agent for the Debtors' proposed postpetition secured lenders; (d) counsel to the agent for the Debtors' prepetition first lien facilities; (e) counsel to the agent for the Debtors' prepetition second lien facility; (f) the trustee for the Debtors' 11% senior unsecured notes; (g) counsel to Sopris Capital Advisors LLC; (h) the trustee for the Debtors' 9.625% senior subordinated unsecured notes; (i) counsel for certain movie studios; (j) the Internal Revenue Service; and (k) the Securities and Exchange Commission. No later than two business days after entry of the order granting the relief requested in this Motion, the Debtors shall serve a copy of this Motion and such order on the counterparties to the Leases and Executory Contracts. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

WHEREFORE, for the reasons set forth herein and in the First Day Affidavit, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, (a) authorizing the Debtors to reject the Leases set forth on Exhibit 1 annexed to the Order and the Executory Contracts set forth on Exhibit 2 annexed to the Order effective as of the Commencement Date and (b) granting such other and further relief as is just and proper.

Richmond, Virginia

Dated: October 16, 2007

/s/ Michael A. Condyles

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EXHIBIT A

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Proposed Co-Counsel to the Debtors

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

In re:)	Case No. 07-_____
)	Jointly Administered
MOVIE GALLERY, INC., et al., ¹)	Chapter 11
)	
Debtors.)	
)	

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES AND EXECUTORY CONTRACTS
EFFECTIVE AS OF THE COMMENCEMENT DATE**

Upon the motion (the “Motion”)² of the above-captioned debtors (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to reject certain unexpired leases (including leases and subleases of nonresidential real property), which are set forth on Exhibit 1 attached hereto (each, a “Lease”), and executory contracts, which are set forth on Exhibit 2 attached hereto (each, an “Executory Contract”), effective as of the date of the filing

¹ The Debtors in the cases include: Movie Gallery, Inc.; Hollywood Entertainment Corporation; M.G. Digital, LLC; M.G.A. Realty I, LLC; MG Automation LLC; and Movie Gallery US, LLC.

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

of the petitions of the Debtors (the “Commencement Date”) 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 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

1. The Motion is granted in its entirety.
2. The Leases set forth on Exhibit 1 attached hereto are hereby rejected effective as of the Commencement Date.
3. The Executory Contracts set forth on Exhibit 2 attached hereto are hereby rejected as of the Commencement Date.
4. The entry of this Order is conditional. Each counterparty to a Lease listed on Exhibit 1 attached hereto and each counterparty to an Executory Contract listed on Exhibit 2 attached hereto (collectively, the “Counterparties”) may object to the entry of this Order with respect to the rejection of any Lease or Executory Contract to which it is a party within ten (10) days after the entry of this Order (an “Objection”). If an Objection is timely filed and not withdrawn before such hearing, the Objection shall be heard at the next regularly-scheduled omnibus hearing date. At the hearing, the Court may vacate this Order, modify it or make it final. If no timely Objection is filed (or is filed and subsequently withdrawn), this Order shall become final at the conclusion of such objection period without further order of the Court. Notwithstanding the foregoing, an objection filed by a Counterparty with respect to the rejection

of the Lease to which it is a party or an objection filed by a Counterparty to an Executory Contract with respect to the rejection of the Executory Contract to which it is a party shall only affect the finality of this Order with respect to such Lease or Executory Contract; this Order shall be final for all other purposes. This Order shall remain in effect notwithstanding any objection until further order of the Court. The modification or vacation of this Order shall not impair any action taken pursuant to it prior to its modification or vacation.

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

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

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

Richmond, Virginia

Date: October ____, 2007

United States Bankruptcy Judge

EXHIBIT 1

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
555 Perkins, LLC	555 Perkins Rd Ext Memphis, TN 38117-3994	Oak Hall Building	Hollywood Entertainment Corporation	Lease Agreement
6110 Greenville Retail Limited Partnership	6306 Greenville Dallas, TX 75206-1303		Hollywood Entertainment Corporation	Lease Agreement
655 Montauk, LLC	655 Montauk Hwy East Patchogue, NY 11772-4733	Swan Nursery Commons	Hollywood Entertainment Corporation	Lease Agreement
98 Palms IV, LTD	985 Highway 98 East, Unit C Destin, FL 32541		Movie Gallery US, LLC	Lease Agreement
ACO, Inc	52895 Shelby Rd Shelby Township, MI 483163173		Movie Gallery US, LLC	Lease Agreement
Adams Levy Properties LLC	57945 Bellview Ave Plaquemine, LA 70764		Movie Gallery US, LLC	Lease Agreement
ALBAR Joint Venture Trust Barbara Jean Borsuk, Trustee	4881 Telegraph Ave Oakland, CA 94609-2009		Hollywood Entertainment Corporation	Lease Agreement
Alliance Ventures, Inc	1718 Cleveland Ave Canton, OH 44703		Movie Gallery US, LLC	Lease Agreement
American National Bank and Trust Company Of Chicago	680 North Lake Shore Dr , #111 Chicago, IL 60611-4447	Lake Shore Place	Hollywood Entertainment Corporation	Lease Agreement
ATMF IV, LLC	9870 Telegraph Rd Taylor, MI 48180-3334	Taylor Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
B & G Properties Limited Partnership	4694 Great Northern Blvd North Olmsted, OH 44070-3425	Olmsted Plaza Center	Hollywood Entertainment Corporation	Lease Agreement
Bay Plaza West, LLC	2098 Bartow Ave Bronx, NY 10475-4616	Bay Plaza West Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
BAY Properties, LLC	35679 S Gratiot Ave Clinton Township, MI 48035-2854		Hollywood Entertainment Corporation	Lease Agreement
Beltline at Preston, Ltd	5907 Beltline Dallas, TX 75240-7703	Beltline At Preston	Hollywood Entertainment Corporation	Lease Agreement
Betsy Kyle	805 US RT 1 Yarmouth , ME 04096		Movie Gallery US, LLC	Lease Agreement
BG Boulevard, LLC	1730 Niagara Falls Blvd Tonawanda, NY 14150-7531		Hollywood Entertainment Corporation	Lease Agreement
BG Tonawanda Stop, LLC	100 Niagara St Tonawanda, NY 14150-1104	Tops Plaza Tonawanda	Hollywood Entertainment Corporation	Lease Agreement
Birmingham Realty Company	3328 Clairmont Ave Birmingham, AL 35222		Movie Gallery US, LLC	Lease Agreement
Blue Water Investments, LLC	5014 S Marion Rd Sioux Falls, SD 57104		Movie Gallery US, LLC	Lease Agreement
BMW Tower Co, Inc	1038 North Minnesota Ave Sioux Falls, SD 57104		Movie Gallery US, LLC	Lease Agreement
Bradley Operating Limited Partnership	13220 W 87th St Parkway Lenexa, KS 66215-4989	Westchester Square	Hollywood Entertainment Corporation	Lease Agreement
Broward Mall Limited Partnership	8000 West Broward Blvd, Suite 8000 Plantation, FL 33388		Hollywood Entertainment Corporation	Lease Agreement
BTS II, LLC	3065 Springhill Ave Mobile, AL 36607-1815		Hollywood Entertainment Corporation	Lease Agreement
California Fair Oaks, LLC	25 East California Blvd Pasadena, CA 91105-3202		Hollywood Entertainment Corporation	Lease Agreement
Cardinal Limited Partnership	5257 South Ashland Ave Chicago, IL 60609		Hollywood Entertainment Corporation	Lease Agreement
Cascade Acquisition, LLC	590 Cascade Rd SW Atlanta, GA 30310-2467	CitiCenter at West End	Hollywood Entertainment Corporation	Lease Agreement
Cedar-Chestnut Street LLC	825 E Chestnut St Lancaster, PA 17602-3127		Hollywood Entertainment Corporation	Lease Agreement
Chase Development Company	93 Brunswick Square Lawrenceville, VA 23868		Movie Gallery US, LLC	Lease Agreement
Cic Realty Trust	175 Memorial Ave West Springfield, MA 01089-4003	Century Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
Cleek Sedalia Property, LLC	2917 West Broadway Sedalia, MO 65301		Movie Gallery US, LLC	Lease Agreement
Cole Taylor Bank as Trustee Underland Trust No 99-4558, dated	1265 S Naperville Blvd Naperville, IL 60540-8312	Market Meadows Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
Coliseum FF, LLC	2170 Coliseum Dr Hampton, VA 23666		Movie Gallery US, LLC	Lease Agreement
Concord Plaza Associates	1853 Monument Blvd Concord, CA 94520-3862	Concord Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
Coy A Clark Co	3000 West New Haven Ave West Melbourne, FL 32904	Metro West	Movie Gallery US, LLC	Lease Agreement
CPTF Westwind, LLC	4755 Haggerty Rd West Bloomfield, MI 48323-3900	Westwind Lake Village	Hollywood Entertainment Corporation	Lease Agreement
Creekside Center, LLC	631 Peters Creek Rd Nw Roanoke, VA 24017		Movie Gallery US, LLC	Lease Agreement
Cross Pointe Station, Inc	8213 Hull St Rd Richmond, VA 23235		Movie Gallery US, LLC	Lease Agreement
Davis & Cooley Partners	721 South Broadway Forest City, NC 28043	SOUTH BROADWAY	Movie Gallery US, LLC	Lease Agreement

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
DCK Property, LLC	11159 Bellefontaine Rd St Louis, MO 63138		Hollywood Entertainment Corporation	Lease Agreement
DDR Jamestown Plaza LLC	2000 Washington St Plaza Jamestown, NY 14701-3068	Tops Plaza	Hollywood Entertainment Corporation	Lease Agreement
Deep Creek # 5, LLC	6460 Yale Ave Denver, CO 80222		Movie Gallery US, LLC	Lease Agreement
Denton Investments & Holdings, LLC	860 South 5Th Ave Denton, MD 21629		Movie Gallery US, LLC	Lease Agreement
DEO Company, Inc	8400 Morrison Rd New Orleans, LA 70127-1913		Hollywood Entertainment Corporation	Lease Agreement
Developer's Diversified Realty Corporation	4224 Kent Rd Stow, OH 44224-4325	Stow Community Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
Devon Ivie	955 Market St Blackfoot, ID 83221		Movie Gallery US, LLC	Lease Agreement
Dickman Elberta Apts, Inc	8581 Winton Rd Cincinnati, OH 45231-4923		Hollywood Entertainment Corporation	Lease Agreement
Donald Cianci and Kathy Cianci	1940 Cascade Way Longview, WA 98632		Movie Gallery US, LLC	Lease Agreement
Drury Acres East, Inc	1229 Market St, Suite T-1 Clarksville, AR 72830		Movie Gallery US, LLC	Lease Agreement
Duane C Nielsen, Trustee of The Owen C Nielsen Gifting Trust	7720 NE Hwy 99 Hazel Dell, WA 98665-8858		Hollywood Entertainment Corporation	Lease Agreement
Earnest Jim Cooper c/o The Temples Company	112 US Hwy 1 Bypass Louisville, GA 30434		Movie Gallery US, LLC	Lease Agreement
Eastgate Shopping Center	25255 Hwy 5 South Lonsdale, AR 72087		Movie Gallery US, LLC	Lease Agreement
Edmondson Square Partners, LLC	4618 Edmondson Ave Baltimore, MD 21229-1407	Edmondson Square	Hollywood Entertainment Corporation	Lease Agreement
Eidi Sallah Group, LLC	6363 Monroe St Sylvania, OH 43560		Movie Gallery US, LLC	Lease Agreement
Enclave Properties, LLC	2052 Lake Michigan Dr, Nw Grand Rapids, MI 49504		Movie Gallery US, LLC	Lease Agreement
FAF Investment Co	3090 Cochran, Ste A-2 Simi Valley, CA 93065	Sycamore Village Shopping Cntr	Hollywood Entertainment Corporation	Lease Agreement
FD Blytheville, LLC	941 East Main St Blytheville, AR 72315		Movie Gallery US, LLC	Lease Agreement
Foundation Retail Fulton, LLC	1313 S Adams St Fulton, MS 38843		Movie Gallery US, LLC	Lease Agreement
Fox River Shopping Center, LLP	4301 W Wisconsin Ave Appleton, WI 54913		Hollywood Entertainment Corporation	Lease Agreement
Galileo Westminster, LLC	9390 Sheridan Blvd Westminster, CO 80031-6304	Westminster City Center Market	Hollywood Entertainment Corporation	Lease Agreement
Gateway Arthur, Inc	3660 Grant St Gary, IN 46408-1439	The Village	Hollywood Entertainment Corporation	Lease Agreement
General Auto Outlet	3610 Welsh Rd Willow Grove, PA 19090		Movie Gallery US, LLC	Lease Agreement
George Town Plaza, LLC	11870 Santa Monica Blvd Los Angeles, CA 90025-2276	George Town Plaza	Hollywood Entertainment Corporation	Lease Agreement
Gershman	11 Forum Center Chesterfield, MO 63017-	Forum Center	Hollywood Entertainment Corporation	Lease Agreement
Glenville Towne Center, Ltd	10581 St Clair Ave Cleveland, OH 44108-1973	Glenville Towne Centre	Hollywood Entertainment Corporation	Lease Agreement
Gold's Plaza LLC	105 Us Hwy 13 Bypass Windsor, NC 27983		Movie Gallery US, LLC	Lease Agreement
GRACE CHUCK, LLC	115 Main St Monson, MA 01057		Movie Gallery US, LLC	Lease Agreement
Grapevine Mills Limited Partnership	3000 Grapevine Mills Parkway Grapevine, TX 76051		Hollywood Entertainment Corporation	Lease Agreement
Great Bridge Retail, LLC / Stanton Partners, Inc	237 S Battlefield Blvd Chesapeake, VA 233225231	Great Bridge Shopping Center	Movie Gallery US, LLC	Lease Agreement
Greater Raystown Associates, II LP	Route 322 Philipsburg, PA 16866		Movie Gallery US, LLC	Lease Agreement
Green Clover Properties, LLC c/o Point Five Development Cicero, LLC	6195 Route 31 Cicero, NY 13039		Movie Gallery US, LLC	Lease Agreement
Halftime USA Inc	331 W Hopkins San Marcos, TX 78666		Movie Gallery US, LLC	Lease Agreement
Harrison Lee Joint Venture	5401 Lee Highway Arlington, VA 22207-1632	Harrison Lee Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
HCS Howland, LLC	8252 High St Ne Warren, OH 44484		Movie Gallery US, LLC	Lease Agreement
Hilgenberg & Associates, Inc	565 Swan Rd, Unit 104 De Pere, WI 54115		Movie Gallery US, LLC	Lease Agreement
Hilshire Realty Corp	417 Washington St Stoughton, MA 02072		Movie Gallery US, LLC	Lease Agreement
Holiday Bowl Midwest, Inc	4747 N Harlem Ave Unit 1B Harwood Heights, IL 60706-4600	Holiday Plaza Shopping Center	Hollywood Entertainment Corporation	Lease Agreement

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
Hollywood Entertainment Corporation	11870 Santa Monica Blvd Los Angeles, CA 90025-2276	George Town Plaza	4G Wireless	Sublease Agreement
Hollywood Entertainment Corporation	456 E State Rd American Fork, UT 84003-2571	Old Towne Square	Ann Dee Snyder	Sublease Agreement
Hollywood Entertainment Corporation	6306 Greenville Dallas, TX 75206-1303		Car Toys, Inc	Sublease Agreement
Hollywood Entertainment Corporation	1001 Pen Rd Santa Fe, NM 87505-1644	Pen Road Center	Churchill Enterprises II, LLC	Sublease Agreement
Hollywood Entertainment Corporation	9390 Sheridan Blvd Westminster, CO 80031-6304	Westminster City Center Market	Einstein Bagel's	Sublease Agreement
Hollywood Entertainment Corporation	6300 S Dixie Highway South Miami, FL 33143-4934		FBA Holdings, Inc.	Sublease Agreement
Hollywood Entertainment Corporation	4881 Telegraph Ave Oakland, CA 94609-2009		Frazer Industries, Inc	Sublease Agreement
Hollywood Entertainment Corporation	808 W 87th St Chicago, IL 60620-2663		JP Morgan Chase Bank, NA	Sublease Agreement
Hollywood Entertainment Corporation	4618 Edmondson Ave Baltimore, MD 21229-1407	Edmondson Square	Jung Hyun Coporation	Sublease Agreement
Hollywood Entertainment Corporation	8581 Winton Rd Cincinnati, OH 45231-4923		Marx Toyz, LLC	Sublease Agreement
Hollywood Entertainment Corporation	5907 Beltline Dallas, TX 75240-7703	Beltline At Preston	Movie Trading Co. - Beltline, Ltd.,	Sublease Agreement
Hollywood Entertainment Corporation	7720 NE Hwy 99 Hazel Dell, WA 98665-8858		Pacific Beach Tan	Sublease Agreement
Hollywood Entertainment Corporation	1080 Alfaya Trail Oviedo, FL 32765-7372		Pet Supermarket, Inc.	Sublease Agreement
Hollywood Entertainment Corporation	28774 Gratiot Roseville, MI 48066-4257	Roseville Town Center	Ramco Roseville Plaza, LLC	Sublease Agreement
Hollywood Entertainment Corporation	3020 S Prospect Ave Kansas City, MO 64128		Rent A Center	Sublease Agreement
Hollywood Entertainment Corporation	4747 N Harlem Ave Unit 1B Harwood Heights, IL 60706-4600	Holiday Plaza Shopping Center	Rich's Food & Liquors, Inc.	Sublease Agreement
Hollywood Entertainment Corporation	Hwy 169 114th Ave North Champlin, MN 55316	South Pond Center II	Trailhead Cycling and Fitness	Sublease Agreement
Hollywood Entertainment Corporation	4055 N Teutonia Milwaukee, WI 53209-6729		Young Cho	Sublease Agreement
Inland Commercial Property Management, Inc	924 W 75th St Naperville, IL 60565-6193	Naper Center	Hollywood Entertainment Corporation	Lease Agreement
Inland Northwest Management Corp/Easton Forks Town	301 Town Center Blvd Easton, PA 18040		Movie Gallery US, LLC	Lease Agreement
J & A Limited Partnership	195 West Beau St Washington, PA 15301		Movie Gallery US, LLC	Lease Agreement
James H McCormick	909 E Main St Union, SC 29379		Movie Gallery US, LLC	Lease Agreement
JLM Properties, Inc	1562 Highway 72 N Loudon, TN 37774		Movie Gallery US, LLC	Lease Agreement
Joe G Thompson, Ward S Stone, Jr & WED Properties	1942 Augusta St Greenville, SC 29605		Movie Gallery US, LLC	Lease Agreement
John C and Catherine L Gretlein	1126 First Ave East Newton, IA 50208		Movie Gallery US, LLC	Lease Agreement
John R & Susan C Dwonczyk	24 Prospect St Moosup, CT 06354		Movie Gallery US, LLC	Lease Agreement
Jong Suh LLC	2696 N University Dr Sunrise, FL 33322-2431		Hollywood Entertainment Corporation	Lease Agreement
JOYSEN HOLDINGS, LLC	E 6121 Cass City Rd Cass City, MI 48726		Movie Gallery US, LLC	Lease Agreement
JTI, LLC	914 State Fair Blvd Lakeland, NY 13209		Movie Gallery US, LLC	Lease Agreement
Keith National Corporation	3046 Dolphin Dr, Suite 100 Elizabethtown, KY 42701		Movie Gallery US, LLC	Lease Agreement
Keith, Patricia & Linda Malvern	3901 Mexico Rd St Peters, MO 63376-6408		Hollywood Entertainment Corporation	Lease Agreement
Kensington Square Lp	4451 Fm 2181 Corinth, TX 76210		Movie Gallery US, LLC	Lease Agreement
Key Milford, LLC	138 South Main St Milford, MA 01757		Movie Gallery US, LLC	Lease Agreement
KKLM Associates	815 Hamlet Ave Hamlet, NC 28345		Movie Gallery US, LLC	Lease Agreement
La Salle National Bank Association	1601 S Cicero Ave Cicero, IL 60804-1520		Hollywood Entertainment Corporation	Lease Agreement
LaFayette Station LLC c/o Phillips Edison & Co	2224 Teal Rd Lafayette, IN 47905		Movie Gallery US, LLC	Lease Agreement
Lake Gaston Plaza I, LLC	2465 Eaton Ferry Rd Littleton, NC 27850		Movie Gallery US, LLC	Lease Agreement
LaSalle Bank, NA as Trustee under Trust No 19766	8600 Golf Rd, Suite 500 Niles, IL 60714	The Shops on Golf	Hollywood Entertainment Corporation	Lease Agreement

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
Lauson	28 South Second Ave Waite Park, MN 56387-1322		Hollywood Entertainment Corporation	Lease Agreement
Lewis A Barnaby	597 La Fayette Rd Hampton, NH 03842		Movie Gallery US, LLC	Lease Agreement
Liberty Crossing Land, LLLP	8522 Liberty Rd Randallstown, MD 21133-4818	Liberty Crossing	Hollywood Entertainment Corporation	Lease Agreement
LJR Properties Inc	507 N Irwin Ave Ocilla, GA 31774		Movie Gallery US, LLC	Lease Agreement
LTP Limited Partnership	609 East Main Purcellville, VA 20132		Movie Gallery US, LLC	Lease Agreement
Macerich Queens Expansion, LLC	90-15 Queens Blvd. Elmhurst, NY 11373		Hollywood Entertainment Corporation	Lease Agreement
Magnum Development Corp	3161 Ames Ave Omaha , NE 68111-2758		Hollywood Entertainment Corporation	Lease Agreement
Marby, LLC	31250 Michigan Westland, MI 48186-5343	One Michigan Place	Hollywood Entertainment Corporation	Lease Agreement
Marina Sores Repair Corporation	2685 Lynnhaven Virginia Beach, VA 234541542		Movie Gallery US, LLC	Lease Agreement
Mary L Woods	120 Garner Rd Spartanburg, SC 29303		Movie Gallery US, LLC	Lease Agreement
Mazyck Holdings, LLC	475 East Bay St Charleston, SC 29403-6656		Hollywood Entertainment Corporation	Lease Agreement
MCD-RC OH-MILFORD, LLC	790 Main St Milford, OH 45150		Movie Gallery US, LLC	Lease Agreement
Merchant's Square Shopping Center, LLC	200 Oakwood Ave, Ne Huntsville, AL 35811		Movie Gallery US, LLC	Lease Agreement
Metro Commercial Management	2 North Park Ave Eagleville , PA 19403		Movie Gallery US, LLC	Lease Agreement
Middletown Square Associates	719 North Broad St Middletown, DE 19709		Movie Gallery US, LLC	Lease Agreement
Mill-Bren Enterprises, LLP	660 Elida Rd Delphos, OH 45833		Movie Gallery US, LLC	Lease Agreement
Millcreek Investors, LLC	15570 US Route 36E Marysville, OH 43040		Movie Gallery US, LLC	Lease Agreement
Millcreek Shop Cntr Ltd	50 Market St South Portland, ME 04106		Movie Gallery US, LLC	Lease Agreement
Minerva Partners, Ltd	3020 S Prospect Ave Kansas City, MO 64128		Hollywood Entertainment Corporation	Lease Agreement
Mocksville OP, LLC	1360 Salisbury Rd Mocksville, NC 27028		Movie Gallery US, LLC	Lease Agreement
Monitor Rockrimmon LLC	820 Village Center Dr Colorado Springs, CO 80919		Movie Gallery US, LLC	Lease Agreement
Monroe Plaza, LLC	776 West Spring St Monroe, GA 30655		Movie Gallery US, LLC	Lease Agreement
MONT BLANC INVESTMENTS	706 East Colby St Whitehall, MI 494611108		Movie Gallery US, LLC	Lease Agreement
Montgomery Commons Assoc	1200 Welsh Rd North Wales, PA 19454		Movie Gallery US, LLC	Lease Agreement
Morgan Spencerport, LLC c/o Morgan Management, Inc	17 Slayton Ave Spencerport, NY 14559		Movie Gallery US, LLC	Lease Agreement
Moutian Pacific Realty, LLC	121 East Broadway Monticello, NY 12701		Movie Gallery US, LLC	Lease Agreement
Movie Gallery US, LLC	565 Swan Rd, Unit 104 De Pere, WI 54115		Lift Works, LLC	Lease Agreement
Movie Gallery US, LLC	1530 Ohio St Martinsville, IN 46151		Sol Spa	Lease Agreement
Nelson/Silicato Partnership	202 Ne Front St Milford, DE 19963		Movie Gallery US, LLC	Lease Agreement
New Plan Exrcel	1429 West Main Fremont, MI 49412		Movie Gallery US, LLC	Lease Agreement
Newark Heights Company, LLC	4472 Petersboro Rd Vernon, NY 13476		Movie Gallery US, LLC	Lease Agreement
NMC Santa Ana, LLC	2407 S Bristol St Santa Ana, CA 92704-5722	BristolWarner Village	Hollywood Entertainment Corporation	Lease Agreement
North Madison Associates, LLC	508 Old Toll Rd Madison , CT 06443		Movie Gallery US, LLC	Lease Agreement
One August Company, LLC	2010 August Dr Manfield, OH 44906		Movie Gallery US, LLC	Lease Agreement
Opelousas MG, LLC	1901 South Union St Opelousas, LA 70570		Movie Gallery US, LLC	Lease Agreement
OTS, LLC	456 E State Rd American Fork, UT 84003-2571	Old Towne Square	Hollywood Entertainment Corporation	Lease Agreement
Park Associates, LLC	4020 Victory Blvd Portsmouth, VA 23701		Movie Gallery US, LLC	Lease Agreement
Phillips Edison & Co	501 South Reed Rd Kokomo, IN 46901		Movie Gallery US, LLC	Lease Agreement

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
Piper Properties	4041 North Mount Juliet Rd Mt Juliet, TN 37122		Movie Gallery US, LLC	Lease Agreement
Pittsburg Partners, LLC	101 W 29Th St Pittsburg, KS 66762		Movie Gallery US, LLC	Lease Agreement
Pleasant Grove Shopping Village, Inc	27 Park Rd Pleasant Grove, AL 35127	Pleasant Grove Shpg. Ctr.	Movie Gallery US, LLC	Lease Agreement
POCOMOKE (EAST TOWN) WMB, LLC	2146 Old Snow Hill Rd Pocomoke City, MD 21851		Movie Gallery US, LLC	Lease Agreement
Porter Properties LLC	1530 East Glenn Ave Auburn, AL 36830		Movie Gallery US, LLC	Lease Agreement
Potomac Mills Operating Company, LLC	2700 Potomac Mills Cir Prince William, VA 22192		Hollywood Entertainment Corporation	Lease Agreement
Prime Plus Realty Partners	5380 W Village Dr Tampa, FL 33624		Movie Gallery US, LLC	Lease Agreement
R Vig Properties, LLC	Route 9 2819 Suite 4 Valatie, NY 12184		Movie Gallery US, LLC	Lease Agreement
R&A Properties	200 E Perkins Ave Sandusky, OH 44870		Movie Gallery US, LLC	Lease Agreement
R&D Capitol Commons, LLC	4055 N Teutonia Milwaukee, WI 53209-6729		Hollywood Entertainment Corporation	Lease Agreement
REDEVELOPMETN AUTHORITY OF THE COUNTY OF LUZERNE	S 33 Wilkes Barre Blvd Wilkes Barre, PA 18702		Movie Gallery US, LLC	Lease Agreement
Reservoir Development Associates	10825 Kinsman Rd Cleveland, OH 44104-5062		Hollywood Entertainment Corporation	Lease Agreement
Richard Rosen, Inc	1001 Pen Rd Santa Fe, NM 87505-1644	Pen Road Center	Hollywood Entertainment Corporation	Lease Agreement
Rosemount Properties, LLC	3440 150Th St West Rosemount, MN 55068		Movie Gallery US, LLC	Lease Agreement
Sage Creek Properties LP	1902 17Th St Cody, WY 82414		Movie Gallery US, LLC	Lease Agreement
Sarasota Crossings, Ltd	5433 Fruitville Rd Sarasota, FL 34232		Movie Gallery US, LLC	Lease Agreement
Seagate 181 Third Street Associates, LLC	181 Third St, Suite 150 San Rafael, CA 94901		Hollywood Entertainment Corporation	Lease Agreement
Sharon Gallery, LP	869 East State St Sharon, PA 16146		Movie Gallery US, LLC	Lease Agreement
Sheridan Apartments LLC	1740 Utica Ave Brooklyn, NY 11234-2121		Hollywood Entertainment Corporation	Lease Agreement
Shina Properties, LLC	71190 Van Dyke Rd Romeo, MI 48065		Movie Gallery US, LLC	Lease Agreement
Silva	2831 Belle Chasse Ave Terrytown, LA 70056-7132		Hollywood Entertainment Corporation	Lease Agreement
Simply Focused Management, LLC	808 W 87th St Chicago, IL 60620-2663		Hollywood Entertainment Corporation	Lease Agreement
Solon Gershman, Inc	28 Stonegate Center Valley Park, MO 63088		Movie Gallery US, LLC	Lease Agreement
Somerset Village 04, LLC	1180 South Buckley, Unit E Aurora, CO 80017		Movie Gallery US, LLC	Lease Agreement
Sound Management Corp	409 North Belt St Joseph, MO 64506		Movie Gallery US, LLC	Lease Agreement
South Main Street Associates, LLC c/o Berkley Center Associates, LLC	201 W Berkley Ave Norfolk, VA 23523		Movie Gallery US, LLC	Lease Agreement
South Metro Centers II Limited	4600 Nicollet Ave Minneapolis, MN 55419		Movie Gallery US, LLC	Lease Agreement
South Miami Plaza, Ltd	6300 S Dixie Highway South Miami, FL 33143-4934		Hollywood Entertainment Corporation	Lease Agreement
Specialty Leasing Inc	200 Atlantic Ave Morris , MN 56267		Movie Gallery US, LLC	Lease Agreement
Spectrum Properties Fund, I, LLC	7598 West Broad St Richmond, VA 23294		Movie Gallery US, LLC	Lease Agreement
Stonebriar Mall Limited Partnership	2601 Preston Rd Frisco, TX 75034		Hollywood Entertainment Corporation	Lease Agreement
Storrs Associates, LLC	1244 Storrs Rd Storrs, CT 06268		Movie Gallery US, LLC	Lease Agreement
Stuborn Corporation	73 Falmouth Rd Hyannis, MA 02601-2754		Hollywood Entertainment Corporation	Lease Agreement
Superior Investments, LLC	1075 N Western Ave, #101 Los Angeles, CA 90029-2307		Hollywood Entertainment Corporation	Lease Agreement
Taylor & Mathis	104 Inverness Corners Birmingham , AL 35242		Movie Gallery US, LLC	Lease Agreement
The Branch Family, LLC	2185 Bennington St, Se Roanoke, VA 24014		Movie Gallery US, LLC	Lease Agreement
The Market Place LLC	1524 Co Rd 220 Orange Park, FL 32003		Movie Gallery US, LLC	Lease Agreement
Town East Mall, LP	2063 Town East Mall Mesquite, TX 75150		Hollywood Entertainment Corporation	Lease Agreement

Lease Rejection Schedule

Lessor/Sublessor	Location	Shopping Center (if applicable)	Lessee/Sublessee	Contract Description
Tri-County Investment Group, Inc	1530 Ohio St Martinsville, IN 46151		Movie Gallery US, LLC	Lease Agreement
Tri-Land Properties, Inc	8720 E 63rd St Raytown , MO 64133-4726	Brywood Shopping Center	Hollywood Entertainment Corporation	Lease Agreement
Troy Sports Center, LLC	1873 East Big Beaver Troy, MI 48083-2007	Troy Sports Complex	Hollywood Entertainment Corporation	Lease Agreement
Vaughn Whitmore	2415 Broadway Little Rock, AR 72206		Movie Gallery US, LLC	Lease Agreement
Village at Gap Associates	5360 Lincoln Hwy Gap, PA 17527		Movie Gallery US, LLC	Lease Agreement
Vincent M Insalaco	1221 HWY 35 N Benton, AR 72015		Movie Gallery US, LLC	Lease Agreement
Wakarusa 15 Associates KKC	1520 Wakarusa Space A Lawrence, KS 66047		Movie Gallery US, LLC	Lease Agreement
Walda and Sydney Besthoff III, Virginia Besthoff	1320 N Broad St New Orleans, LA 70119-2402		Hollywood Entertainment Corporation	Lease Agreement
Wallace R Peters New Berlin LLC	15450 W National Ave New Berlin, WI 53151-5157		Hollywood Entertainment Corporation	Lease Agreement
Wal-Mart Stores, Inc	4150 S Tamiami Trail Venice, FL 34293	Walmart Center	Movie Gallery US, LLC	Lease Agreement
Washington Mutual Bank	17030 Bernardo Center Dr San Diego, CA 92128-2514	Bernardo Center	Hollywood Entertainment Corporation	Lease Agreement
Washington Point 04, LLC	420 E 120th Ave B-9 Northglenn, CO 80233-1100	Washington Point	Hollywood Entertainment Corporation	Lease Agreement
Webbs Chapel Development Group, LLC	9753 Webb Chapel Dallas, TX 75220-3578	Webb Chapel Extension	Hollywood Entertainment Corporation	Lease Agreement
West Acres, LLC	28774 Gratiot Roseville, MI 48066-4257	Roseville Town Center	Hollywood Entertainment Corporation	Lease Agreement
West Town Plaza Associates, LTD	501 West Town Plaza Bessemer, AL 35020		Movie Gallery US, LLC	Lease Agreement
Westgold OfficeBuilding, LLLP	351 North Montezuma Prescott, AZ 86301		Movie Gallery US, LLC	Lease Agreement
Wilcox Enterprises, Inc	1601 E Main St Plainfield, IN 46168		Movie Gallery US, LLC	Lease Agreement
William G Hawkins	Hwy 169 114th Ave North Champlin, MN 55316	South Pond Center II	Hollywood Entertainment Corporation	Lease Agreement
Wilson Family Trust, dated 3/15/99	12098 Fury Lane, Suite C El Cajon, CA 92019-4307		Hollywood Entertainment Corporation	Lease Agreement
Wilton Shopping Centers, LP	5 River Rd Wilton, CT 06897		Movie Gallery US, LLC	Lease Agreement
Windermere Groves Inc	1080 Alfaya Trail Oviedo, FL 32765-7372		Hollywood Entertainment Corporation	Lease Agreement
WM Green	603 N Main Robersonville, NC 27871		Movie Gallery US, LLC	Lease Agreement

EXHIBIT 2

Executory Contract Rejection Schedule

Contract Counterparty	Counterparty Address	Contract Description
Angela T. Whichard	3109 Louis P. Olds Wynd Raleigh, NC 27612	Lease Agreement
Borton Commercial Realty, Inc.	643 Brickel Road Jamestown, OH 45335	Excess Space 3rd Party Broker Listing Agreement
Botsaris Realty Group	358 5th Ave. New York, NY 10001	Excess Space 3rd Party Broker Listing Agreement
Broward Mall Limited Partnership	8000 West Broward Blvd., Suite 8000 Plantation, FL 33388, Attn: Carolyn Snider	License Agreement
Business Properties, LLC	490 North 31st Street, Suite 300 P.O. Box 7074 Billings, MT 59103	Excess Space 3rd Party Broker Listing Agreement
C II Partnership, Inc.	2 Corporate Dr. Smithfield, MI 48076	Excess Space 3rd Party Broker Listing Agreement
Cambridge Commercial Realty	4530 W 77th St., Suite 250 Minneapolis, MN 55435	Excess Space 3rd Party Broker Listing Agreement
Campana Waltz Commercial Real Estate, LLC	11832 Fishing Point Drive Suite 400 Newport News, VA 23606	Excess Space 3rd Party Broker Listing Agreement
Capstone Properties	101 Cambridge St. Burlington, MA 01803	Excess Space 3rd Party Broker Listing Agreement
Capstone Properties	180 Westminster Street 2nd Fl Providence, RI 02903	Excess Space 3rd Party Broker Listing Agreement
CB Richard Ellis, Inc.	4365 Executive Dr., Suite 1600 San Diego, CA 92121	Excess Space 3rd Party Broker Listing Agreement
Century 21 Country Roads Realty	PO Box 326, 222 South Kanawha St. Buckhannon, WV 26201	Excess Space 3rd Party Broker Listing Agreement
CODA Incorporated	1155 Elm Street Manchester, NH 03101	Software License and Maintenance Agreement (including 1st and 2nd addendum)
Coldwell Banker Commercial C&C Properties	2120 Churn Creek Rd Redding, CA 96003	Excess Space 3rd Party Broker Listing Agreement
Coldwell Banker Commercial Premier Brokers, LLC	1987 North Carson Street, Suite 75 Carson City, NV 89701	Excess Space 3rd Party Broker Listing Agreement
Colliers Dickson Flake Partners	400 W. Capitol Little Rock, AR 72201	Excess Space 3rd Party Broker Listing Agreement
Colliers International	5050 Hopyard Road. Ste 180 Pleasanton, CA 94588	Excess Space 3rd Party Broker Listing Agreement
Colliers International	2 Corporate Drive Ste 300 Southfield, MI 48176	Excess Space 3rd Party Broker Listing Agreement
Colliers International	1850 Mt. Diablo Blvd. Suite 200 Walnut Creek, CA 94596	Excess Space 3rd Party Broker Listing Agreement
Colliers International	2 Corporate Drive, Suite 300 Southfield, MI 48176	Excess Space 3rd Party Broker Listing Agreement
Colliers International Partnership	450 West Santa Clara St San Jose CA 95113	Excess Space 3rd Party Broker Listing Agreement
Colliers Keenan, Inc.	1301 Gervais St., Suite 600 Columbia, SC 29201	Excess Space 3rd Party Broker Listing Agreement
Colliers Lliff Thorn & Co.d/b/a Colliers International	50 California Street, Suite 1900 San Francisco, CA 94111	Excess Space 3rd Party Broker Listing Agreement

Executory Contract Rejection Schedule

Comestone Realty	1712 Jefferson St. Bluefield, WV 24701	Excess Space 3rd Party Broker Listing Agreement
Commerce CRG	175 E 400 S. Salt Lake City, Utah 84111	Excess Space 3rd Party Broker Listing Agreement
Commercial Property Associates, Inc.	1000 N. Water St., # 160 Milwaukee, WI 53202	Excess Space 3rd Party Broker Listing Agreement
Commercial Retail Associates, Inc.	680 W. Shaw, Suite 202 Fresno, CA 93704	Excess Space 3rd Party Broker Listing Agreement
Commercial Retail Associates, LLC	525 Northern Boulevard, Suite 310 Great Neck, NY 11021	Excess Space 3rd Party Broker Listing Agreement
Cornerstone Realty	1712 Jefferson Street Bluefield, WV 24701	Excess Space 3rd Party Broker Listing Agreement
Evans Elder & Brown, Inc.	101 East Broadway Eugene, OR 97401	Excess Space 3rd Party Broker Listing Agreement
Excess Space Retail Services, Inc.	One Hollow Lane, Suite 112 Lake Success, NY 11042	Management Agreement
First Rockford Group, Inc.	6801 Spring Creek Rd. Rockford, IL 61114	Excess Space 3rd Party Broker Listing Agreement
Fortna, Inc.	333 Buttonwood Street West Reading, PA 19611	Software Support Agreement between Fortna and M.G.A., Inc.
Fox River Shopping Center, LLP	4301 W Wisconsin Ave Appleton, WI 54913	License Agreement
Frank Newman Commercial Real Estate, Inc.	423 Westport Rd., Suite 100 Kansas City, MO 64111-3037	Excess Space 3rd Party Broker Listing Agreement
Gerbracht Hines & Associates	63 D Monroe Ave. Pittsford, NY 14534	Excess Space 3rd Party Broker Listing Agreement
Grapevine Mills Limited Partnership	3000 Grapevine Mills Parkway Grapevine, Texas 76051 Attn: Carolyn Snider	License Agreement
Grec, LLC	615 First Ave. Northeast, South 500 Minneapolis, MN 55413	Excess Space 3rd Party Broker Listing Agreement
Grubb & Ellis / New Mexico, Inc.	2400 Louisiana Boulevard Northeast Bldg 1, Ste 300 Albuquerque, NM 87110	Excess Space 3rd Party Broker Listing Agreement
Grubb & Ellis/Paramount	229 E. Michigan Ave., Suite 225 Kalamazoo, MI 49007	Excess Space 3rd Party Broker Listing Agreement
Grubb & Ellis/Paramount Properties	125 S. Kalamazoo Mall, Suite 203 Kalamazoo, MI 49007	Excess Space 3rd Party Broker Listing Agreement
Grubbs & Ellis New Mexico	150 Lohman Ave. Las Cruces, NM 88001	Excess Space 3rd Party Broker Listing Agreement
GSC Real Estate, Inc.	1420 Beverly Rd., #350 Virginia, 22101	Excess Space 3rd Party Broker Listing Agreement
GVA Williams	1055 Washington Boulevard Stamford, CT 06901	Excess Space 3rd Party Broker Listing Agreement
Hanlin Real Estate	202 East 21 St. Littlefield, TX 79339	Exclusive Commercial Listing Agreement
Higgins Property Company, LLC	2424 E. 21st Street , Suite 550 Tulsa, OK 74114	Excess Space 3rd Party Broker Listing Agreement
Hilco Real Estate, LLC	5 Revere Drive, Suite 320 Northbrook, IL 60062	Real Estate Consulting and Advisory Services Agreement
Hogan Development Co.	420 W. Liberty Louisville, KY, 40202	Excess Space 3rd Party Broker Listing Agreement

Executory Contract Rejection Schedule

Holappa Real Estate	1131 East Superior Street Ste 101 Duluth, MN 55802	Excess Space 3rd Party Broker Listing Agreement
Horizon Realty Services, Inc.	3715 Ventura Dr. # 200 Arlington Heights, IL 60004	Excess Space 3rd Party Broker Listing Agreement
Horizon Realty Services, Inc.	1130 Lake Cook Rd Ste 280 Buffalo Grove, IL 60089	Excess Space 3rd Party Broker Listing Agreement
I Pass	3800 Bridge Parkway Redwood Shores, CA 94065	Endpoint Policy Management Enterprise Service Order
INH Commercial Brokerage, Inc.	300 E. St. Germain St. St. Cloud, MN 56304	Excess Space 3rd Party Broker Listing Agreement
Internet Properties, Inc.	51 E. 400 S., St. 210 Salt Lake City, Utah 84111	Excess Space 3rd Party Broker Listing Agreement
Isaac Commercial Properties, Inc.	870 Corporate Drive Suite 402 Lexington, KY 40503	Excess Space 3rd Party Broker Listing Agreement
J.J. Barnike Edmonton Ltd.	10123-99 St., Suite 2300 Edmonton Alberta, Canada T5J 3H1	Excess Space 3rd Party Broker Listing Agreement
J.P. Weigand & Sons	150 N. Market Wichita, KS, 67202	Excess Space 3rd Party Broker Listing Agreement
Jeffrey Johnson & Associates	404 W. 10th St. Erie, PA 16502	Excess Space 3rd Party Broker Listing Agreement
JJ Barnick Limited	475 West Georgia St. Vancouver, BC V6B4M9	Excess Space 3rd Party Broker Listing Agreement
Jordan Hart Commercial Services	6001 River Rd., Suite 100 Columbus, GA 31904	Excess Space 3rd Party Broker Listing Agreement
Juniper Bank (now known as Barclays Financial)	100 S. West Street Wilmington, DE 19801	Movie Gallery Credit Card Affinity Agreement
Kane Company, Inc.	210 Commerce Way Ste 100 Port Smith, NH 03801	Excess Space 3rd Party Broker Listing Agreement
KeyPoint Partners	One Burlington Woods Drive Burlington, MA 01803	Excess Space 3rd Party Broker Listing Agreement
Kiemle & Hagood	601 W. Main Spokane, WA 99201	Excess Space 3rd Party Broker Listing Agreement
King & Newton, LLC	935 Main St., Suite 201 Springfield, MA 01103	Excess Space 3rd Party Broker Listing Agreement
Macerich Queens Expansion, LLC	90-15 Queens Blvd. Elmhurst, NY 11373 Attn: Property Management	License Agreement
Marcus & Millichap	3200 Douglas Blvd., # 300 Roseville, CA 95661	Representation Agreement
Marketing Brokers	16101 Golden W St. Huntington Bch., CA 92647	Excess Space 3rd Party Broker Listing Agreement
Metro Commercial Real Estate, Inc.	303 Fellowship Rd., Suite 202 Mt. Laurel, NJ, 08054	Excess Space 3rd Party Broker Listing Agreement
Midland Atlantic Properties	8044 Montgomery Rd., Suite 710 Cincinnati, OH 45236	Excess Space 3rd Party Broker Listing Agreement
NAI Business Properties	3312 4th Ave. N. Billings, MT 59101	Excess Space 3rd Party Broker Listing Agreement
NAI Capital, Inc.	16001 Ventura Blvd. Suite 200 Encino, CA 91436	Excess Space 3rd Party Broker Listing Agreement
NAI Matthews Partners	300 Broadway Nashville, TN 37201	Excess Space 3rd Party Broker Listing Agreement

Executory Contract Rejection Schedule

NAI The Dunham Group	10 Dana St. Portland, Maine 04101	Excess Space 3rd Party Broker Listing Agreement
NIA Horizon	6725 Via Austi Pkwy, Suite 300 Las Vegas, NV 89119	Excess Space 3rd Party Broker Listing Agreement
NMREA, LLC d/b/a Grubb & Ellis/New Mexico	2400 Louisiana Blvd., Bld. 1, Suite 300 Albuquerque, NM, 87110	Excess Space 3rd Party Broker Listing Agreement
Nooren Comercial Group	3510 Kimball Ave Waterloo, IA 50702	Excess Space 3rd Party Broker Listing Agreement
Norcal Commercial	550 Howe Avenue Suite, 100 Sacramento, CA 95825	Excess Space 3rd Party Broker Listing Agreement
Odana Services, Inc.	6409 Odana Road Madison, WI 53719	Excess Space 3rd Party Broker Listing Agreement
Pace Properties, Inc.	1401 S. Brentwood Blvd. Suite 900 St.Louis, MO 63144	Excess Space 3rd Party Broker Listing Agreement
Potomac Mills Operating Company, L.L.C.	2700 Potomac Mills Cir., L.L.C. Prince William, VA 22192 Attn: Carolyn Snider	License Agreement
Price Edwards & Company	Oklahoma Tower, 210 Park Avenue, Ste 1000 Oklahoma City, OK 73102	Excess Space 3rd Party Broker Listing Agreement
Prime Commercial	1767 S Broadway Santa Monica, CA 93454	Excess Space 3rd Party Broker Listing Agreement
Prudential Jack White R.E.	3801 Centerpoint Dr. Anchorage, AK, 89503	Excess Space 3rd Party Broker Listing Agreement
Pyramid Brokerage Company, Inc.	5786 Widewaters Parkway Syracuse, NY 13214	Excess Space 3rd Party Broker Listing Agreement
Quick & Company	606 West 12th St. Austin, TX 78701	Excess Space 3rd Party Broker Listing Agreement
R & R Commercial Realty	46 S. State Street Dover, DE 19901	Excess Space 3rd Party Broker Listing Agreement
R. Calabrese Agency, LLC	553 Plank Rd. Wtby., CT, 06705	Excess Space 3rd Party Broker Listing Agreement
R.G. Kennedy & Associates	995 Goodale Blvd. Columbus, OH 43212	Excess Space 3rd Party Broker Listing Agreement
Read King, Inc.	5850 San Felipe # 490 Houston, TX 77057	Excess Space 3rd Party Broker Listing Agreement
Real Estate USA	2615 Capital Mall Dr. S.W. Olympia, WA 98502-5048	Excess Space 3rd Party Broker Listing Agreement
Realcorp, Inc.	3818 MacCorkle Ave. Southeast 25304 P.O. Box 2 Charleston, WV 25304	Excess Space 3rd Party Broker Listing Agreement
Reckio Real Estate and Development, Inc.	7858 Transit Rd. Williamsville, NY 14221	Excess Space 3rd Party Broker Listing Agreement
Reisenfeld	3659 Green Rd. # 315 Beachwood, OH 44122	Excess Space 3rd Party Broker Listing Agreement
Remax Gold Commercial	550 Howe Ave. Sacramento, CA 95825	Excess Space 3rd Party Broker Listing Agreement
Retail Specialist, Inc.	2701 First Ave., Suite 200 Birmingham, AL 35233	Excess Space 3rd Party Broker Listing Agreement
Rice Properties	3311 81st St. Lubbock, TX 79423	Excess Space 3rd Party Broker Listing Agreement

Executory Contract Rejection Schedule

Richard Bowers & Co.	260 Peachtree St., Suite 2400 Atlanta, GA 30303	Excess Space 3rd Party Broker Listing Agreement
Richard Bowers & Co.	260 Peachtree St., Suite 2400 Atlanta, GA 30303	Excess Space 3rd Party Broker Listing Agreement
S.B. Schwartz & Co., Inc.	625 Northern Blvd., Suite 310 Great Neck, NY 11021	Excess Space 3rd Party Broker Listing Agreement
Seattle Pacific Realty, Inc.	1904 Third Ave. Seattle, Washington, 98104	Excess Space 3rd Party Broker Listing Agreement
Sevell Realty Partners, Inc.	2295 Corporate Blvd.N.W. # 131 Boca Raton, FL 33431	Excess Space 3rd Party Broker Listing Agreement
Sigma National, Inc.	7400 Beaufont Springs Dr., Suite 105 Richmond, VA 23225	Excess Space 3rd Party Broker Listing Agreement
Signature Associates/Oncor International	4 Seagate, Suite 608 Toledo, OH 43604	Excess Space 3rd Party Broker Listing Agreement
Sig-Ohio, LLC	4 SeaGate, Suite 608 Toledo, OH, 43604	Excess Space 3rd Party Broker Listing Agreement
Sperry Van Ness / Rankin Company	2808 S, Ingram Mill, Ste A100 Springfield, MO 65804	Excess Space 3rd Party Broker Listing Agreement
Sperry VanNess Rankin Company, LLC	2808 S, Ingram Mill, Ste A100 Springfield, MO 65804	Excess Space 3rd Party Broker Listing Agreement
Spinello	27 LA Plaza Palm Springs, CA 92262	Excess Space 3rd Party Broker Listing Agreement
Stamford Properties	23230 Chagrin Blvd. # 64 Cleveland, Ohio 44122	Excess Space 3rd Party Broker Listing Agreement
Stanton Commercial Properties	6950 S.W. Hampton # 100 Tigard, OR 97223	Excess Space 3rd Party Broker Listing Agreement
Stirling Properties	109 Northpark Boulevard, Ste 300 Covington, LA 70433	Excess Space 3rd Party Broker Listing Agreement
Stirling Properties, Inc.	615 Baronne St. New Orleans, LA 70113	Excess Space 3rd Party Broker Listing Agreement
Stonebriar Mall Limited Partnership	2601 Preston Road Frisco, TX 75034 Attn: Danny Noonkester	License Agreement
Summit Enterprises, Inc.	420 NW 5th St., Suite 202 Evansville, IN 47708	Excess Space 3rd Party Broker Listing Agreement
TALCOR Commercial Real Estate Services, Inc.	1018 Thomasville Rd., Suite 200A Tallahassee, FL 32303	Excess Space 3rd Party Broker Listing Agreement
Taylor Long Properties	4900 Augusta Avenue, Suite 104 Richmond, VA 23230	Excess Space 3rd Party Broker Listing Agreement
Terrus Real Estate Group	616 10th St. Des Moines, IA 50309	Excess Space 3rd Party Broker Listing Agreement
The Clower Co.	415 Starr Street Coprur Christi, TX 78403	Excess Space 3rd Party Broker Listing Agreement
The Dartmouth Company	15A Century Hill Drive Lathan, NY 12110	Excess Space 3rd Party Broker Listing Agreement
The Kane Company	210 Commerce Way, Ste 100 Port Smith, NH 03801	Excess Space 3rd Party Broker Listing Agreement
The Lund Company	120 Regency Pkwy. Omaha, NE 68114	Excess Space 3rd Party Broker Listing Agreement
The Mitchell Company	41 West Interstate 65 Service Road North Mobile, AL 36608	Excess Space 3rd Party Broker Listing Agreement

Executory Contract Rejection Schedule

The Shipping Center Group, LLC	1023 H. Morehead, St. # 200 Charlotte, NC 28208	Excess Space 3rd Party Broker Listing Agreement
The Shopping Center Group, LLC	534 Settlers Landing Hampton, VA 23669	Excess Space 3rd Party Broker Listing Agreement
The St. Louis Rams Partnership	C/O Eric Stisser, One Rams Way St. Louis, MO 63045-1523	Box Seat Ticket Option Agreement
The Temples Company	301 Mosley St. Vidalia, GA 30474	Excess Space 3rd Party Broker Listing Agreement
The Weitzman Group	3102 Maple Ave. Dallas, Suite 350, TX 75201	Excess Space 3rd Party Broker Listing Agreement
The Zacher Company, LLC	444 E Main St. Ft. Wayne, IN 46802	Excess Space 3rd Party Broker Listing Agreement
The Zall Company	4725 South Monaco Street, Ste. 330 Denver, CO 80237	Excess Space 3rd Party Broker Listing Agreement
Thompson Thrift Management, Inc.	90 Executive Drive, Ste. C Carmel, IN 46032	Excess Space 3rd Party Broker Listing Agreement
Thomson Financial	195 Broadway, 7th Floor New York, NY 10007	Addendum # 203945
Thorton Oliver Keller Commercial Real Estate	250 South 5th Street, 2nd Floor Bosie, ID 83702	Excess Space 3rd Party Broker Listing Agreement
Town East Mall, LP	2063 Town East Mall Mesquite, TX 75150	License Agreement
United Commercial Realty, Inc.	1901 N.W. Military Hwy San Antonio, TX 78213	Excess Space 3rd Party Broker Listing Agreement
United Commercial, LLC	835 Gordon Dr. Sioux City, PA 51101	Excess Space 3rd Party Broker Listing Agreement
Upshur Agency, Inc. d/b/a C-21 Country Roads Realty	222 S. Kanawna St. Buckhannon, WV 26201	Excess Space 3rd Party Broker Listing Agreement
Vanguard -Fine Retail Store Leasing, LLC.	2050 Western Ave Suite 201 Guilderland, NY 12084	Excess Space 3rd Party Broker Listing Agreement
Vision Real Estate, LLC	5544 Franklin Rd., Suite 200 Nashville, TN 37220	Excess Space 3rd Party Broker Listing Agreement
Walman Commercial Real Estate Services	6846 S. Canton, Suite 540 Tulsa, OK 74136	Excess Space 3rd Party Broker Listing Agreement
WestCom	4202 Meridian #213 Bellingham WA, 98226	Excess Space 3rd Party Broker Listing Agreement

EXHIBIT B

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Proposed Co-Counsel to the Debtors

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

In re:)	Case No. 07-_____
)	Jointly Administered
MOVIE GALLERY, INC., et al., ¹)	Chapter 11
)	
Debtors.)	
)	

**NOTICE OF ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE
COMMENCEMENT DATE**

PLEASE TAKE NOTICE that, on October 16, 2007 (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, Richmond Division (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that, on October 16, 2007, the Debtors filed the Motion of the Debtors for an Order Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Commencement Date [Docket No.] (the “Motion”). On October __, 2007, the Bankruptcy Court entered the Order Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Commencement Date [Docket No.] (the “Order”).

¹ The Debtors in the cases include: Movie Gallery, Inc.; Hollywood Entertainment Corporation; M.G. Digital, LLC; M.G.A. Realty I, LLC; MG Automation LLC; and Movie Gallery US, LLC.

PLEASE TAKE FURTHER NOTICE that objections or responses to the relief requested in the Motion, if any, must be made in writing and filed with the Bankruptcy Court and served so as to be received on or before _____, 2007 at __:__a./p.m. (prevailing Eastern Time) by counsel to the Debtors, Kirkland & Ellis, LLP, 200 East Randolph Drive, Chicago, Illinois 60601-6636, Attn: Anup Sathy, P.C. and Marc J. Carmel and Kutak Rock LLP, Bank of America Center, 1111 East Main Street, Suite 800, Richmond, Virginia 23219-3500, Attn: Michael A. Condyles and Peter J. Barrett.²

PLEASE TAKE FURTHER NOTICE that copies of the Order and the Motion are available at www.kccllc.net/moviegallery and upon request to Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245, Telephone: 888-647-1730.

PLEASE TAKE FURTHER NOTICE that if no objections to the Motion are timely filed, served and received in accordance with the Order as described generally in this notice, the Bankruptcy Court may grant the relief requested in the Motion on a final basis without further notice or hearing.

Richmond, Virginia

Dated: October __, 2007

KIRKLAND & ELLIS LLP

/s/ Michael A. Condyles

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Proposed Co-Counsel to the Debtors

² An objection to the rejection of any unexpired lease and sublease and executory contract subject to the Order shall not constitute an objection to the rejection of any other unexpired lease and sublease or executory contract subject to the Order.