

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

----- X  
In re: : **Chapter 15**  
: :  
CINRAM INTERNATIONAL INC., *et al.*,<sup>1</sup> : **Case No. 12-11882 (KJC)**  
: :  
Debtors in a Foreign Proceeding. : **(Jointly Administered)**  
: :  
: **Docket Ref Nos. 9 and 71**  
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**CERTIFICATION OF COUNSEL SUBMITTING STIPULATION AND ORDER  
REGARDING FOREIGN REPRESENTATIVE’S MOTION FOR ENTRY OF AN ORDER  
(I) RECOGNIZING THE CANADIAN SALE ORDER, (II) AUTHORIZING AND  
APPROVING THE SALE FREE AND CLEAR OF LIENS, CLAIMS ENCUMBRANCES,  
AND OTHER INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES,  
AND (IV) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On June 25, 2012 (the “**Petition Date**”), Cinram International ULC, in its capacity as the authorized foreign representative (the “**Foreign Representative**”) for Cinram International Inc. (“**Cinram**”) and the other above-captioned Debtors (collectively, the “**Debtors**”) commenced these cases by filing verified petitions seeking recognition under chapter 15 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware of proceedings commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

2. Cinram and Rodenbury Investments Limited (“**Rodenbury**”) are party to (a) that certain Industrial Lease – Single Tenancy, dated as of October 31, 2008 and (b) that certain Escrow Agreement, dated as of October 31, 2008, as may be amended from time to time by mutual consent of Cinram and Rodenbury.

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<sup>1</sup> The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors follow in parentheses: (a) Cinram International Inc. (4583); (b) Cinram (U.S.) Holding’s Inc. (4792); (c) Cinram, Inc. (7621); (d) Cinram Distribution LLC (3854); (e) Cinram Manufacturing LLC (2945); (f) Cinram Retail Services LLC (1741); (g) Cinram Wireless LLC (5915); (h) IHC Corporation (4225); and (i) One K Studios, LLC (2132). The Debtors’ executive headquarters is located at 2255 Markham Road, Toronto, Ontario, M1B 2W3, Canada.

3. On the Petition Date, the Foreign Representative filed the *Foreign Representative's Motion for Entry of an Order (I) Recognizing the Canadian Sale Order, (II) Authorizing and Approving the Sale Free and Clear of Liens, Claims Encumbrances, and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 9]. On July 20, 2012, Rodenbury filed its *Objection and Reservation of Rights of Rodenbury Investments Limited to Assumption and Assignment of Unexpired Lease* [Docket No. 71] (the "**Assumption Objection**").

4. Cinram and Rodenbury have since entered into the *Stipulation Between Cinram International Inc. and Rodenbury Investments Limited Regarding Assumption and Assignment of Unexpired Lease* (the "**Stipulation**"), a copy of which is attached as Exhibit 1 to the proposed order (the "**Proposed Order**") attached hereto as Exhibit A, which resolves the Assumption Objection.

5. The Foreign Representative respectfully requests that the Court enter the Proposed Order, which (a) approves the Stipulation and (b) authorizes the parties to take any and all actions reasonably necessary to effectuate the terms of the Stipulation.

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I certify under penalty of perjury that the foregoing is true and correct.

Wilmington, Delaware  
Dated: July 27, 2012

Respectfully submitted,

SHEARMAN & STERLING LLP  
Douglas P. Bartner  
Jill Frizzley  
Robert Britton  
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-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Kenneth J. Enos

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Counsel to the Foreign Representative

## **EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 15  
: :  
CINRAM INTERNATIONAL INC., *et al.*,<sup>1</sup> : Case No. 12-11882 (KJC)  
: :  
Debtors in a Foreign Proceeding. : (Jointly Administered)  
: :  
----- x

**ORDER APPROVING STIPULATION BETWEEN CINRAM INTERNATIONAL INC.  
AND RODENBURY INVESTMENTS LIMITED REGARDING ASSUMPTION AND  
ASSIGNMENT OF UNEXPIRED LEASE**

The Parties having entered into the *Stipulation and Order Between Cinram International Inc. and Rodenbury Investments Limited Regarding Assumption and Assignment of Unexpired Lease* (the “**Stipulation**”), and the Court having reviewed the Stipulation, and the Court having determined that good cause has been demonstrated for approving the Stipulation;

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

1. The Stipulation, a copy of which is annexed hereto as Exhibit 1, is hereby approved;  
and
2. The Parties are hereby authorized to take any and all actions reasonably necessary to effectuate the terms of the Stipulation.

Dated: July \_\_, 2012  
Wilmington, Delaware

\_\_\_\_\_  
The Honorable Kevin J. Carey  
United States Bankruptcy Judge, District of Delaware

<sup>1</sup> The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors follow in parentheses: (a) Cinram International Inc. (4583); (b) Cinram (U.S.) Holding’s Inc. (4792); (c) Cinram, Inc. (7621); (d) Cinram Distribution LLC (3854); (e) Cinram Manufacturing LLC (2945); (f) Cinram Retail Services LLC (1741); (g) Cinram Wireless LLC (5915); (h) IHC Corporation (4225); and (i) One K Studios, LLC (2132). The Debtors’ executive headquarters is located at 2255 Markham Road, Toronto, Ontario, M1B 2W3, Canada.

**EXHIBIT 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 15  
: :  
CINRAM INTERNATIONAL INC., *et al.*,<sup>2</sup> : Case No. 12-11882 (KJC)  
: :  
Debtors in a Foreign Proceeding. : (Jointly Administered)  
: :  
----- x

**STIPULATION BETWEEN CINRAM INTERNATIONAL INC.  
AND RODENBURY INVESTMENTS LIMITED REGARDING ASSUMPTION AND  
ASSIGNMENT OF UNEXPIRED LEASE**

**WHEREAS**, on June 25, 2012 (the “**Petition Date**”), Cinram International ULC, in its capacity as the authorized foreign representative (the “**Foreign Representative**”) for Cinram International Inc. (“**Cinram**”) and the other above-captioned Debtors (collectively, the “**Debtors**”) commenced these cases (these “**Cases**”) by filing verified petitions seeking recognition under chapter 15 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) of proceedings commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

**WHEREAS**, Cinram and Rodenbury Investments Limited (“**Rodenbury**”) are party to (a) that certain Industrial Lease – Single Tenancy, dated as of October 31, 2008 (the “**Lease**”) and (b) that certain Escrow Agreement, dated as of October 31, 2008, as may be amended from time to time by mutual consent of Cinram and Rodenbury (the “**Escrow Agreement**”);

**WHEREAS**, on the *Petition Date*, the Foreign Representative filed the *Foreign Representative’s Motion for Entry of an Order (I) Recognizing the Canadian Sale Order*,

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<sup>2</sup> The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors follow in parentheses: (a) Cinram International Inc. (4583); (b) Cinram (U.S.) Holding’s Inc. (4792); (c) Cinram, Inc. (7621); (d) Cinram Distribution LLC (3854); (e) Cinram Manufacturing LLC (2945); (f) Cinram Retail Services LLC (1741); (g) Cinram Wireless LLC (5915); (h) IHC Corporation (4225); and (i) One K Studios, LLC (2132). The Debtors’ executive headquarters is located at 2255 Markham Road, Toronto, Ontario, M1B 2W3, Canada.

(II) Authorizing and Approving the Sale Free and Clear of Liens, Claims Encumbrances, and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (the “**Motion**”) [Docket No. 9];

**WHEREAS**, on July 20, 2012, Rodenbury filed its *Objection and Reservation of Rights of Rodenbury Investments Limited to Assumption and Assignment of Unexpired Lease* (the “**Objection**”) [Docket No. 71]; and

**WHEREAS**, Cinram and Rodenbury desire to resolve all disputes related to the Motion and the Objection.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE FULLY INCORPORATED HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES, THROUGH THEIR UNDERSIGNED COUNSEL, AND, UPON APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. The foregoing recitals are hereby fully incorporated into and made an express part of this stipulation (this “**Stipulation**”).
2. Upon approval of this Stipulation by the Court, the Objection shall be deemed to be withdrawn.
3. Cinram shall adjust the proposed Rodenbury cure amount of \$0.00 upwards prior to any assumption and assignment of the Lease by Cinram to Cinram Group, Inc. (the “**Purchaser**”) in an amount equal to any obligations owing by Cinram to Rodenbury under the Lease plus any accrued and unpaid third party expenses or taxes that are chargeable to Cinram pursuant to the terms of the Lease (collectively, “**Additional Expenses**”) as of the date of assumption.
4. Cinram and/or the Purchaser shall notify Rodenbury in writing by notice to its counsel and to Rodenbury directly of its intent to assume and assign the Lease at least three business days prior to the proposed assumption and assignment so that the parties may agree in

good faith on the proper cure payment, including, but not limited to, a true-up of Additional Expenses allocable to the pre-assumption period at least one business day prior to the effective date of the assumption and assignment of the Lease.

5. Any obligations accruing under the Lease after the date of assumption and assignment to the Purchaser shall be paid to Rodenbury by the Purchaser.

6. Cinram and/or the Purchaser (as applicable) shall complete the Post-Closing Work (as defined in the Escrow Agreement) and, upon such completion, will be entitled to release of all remaining funds in the escrow account pursuant to the terms of the Escrow Agreement.

7. Rodenbury will reasonably cooperate in the engagement of the contractor previously approved by Rodenbury to complete the scope of work previously approved by Rodenbury, or in the engagement of such other contractor as shall be reasonably acceptable to Rodenbury to complete substantially similar work, and upon completion of such work the Post-Closing Work will be deemed to have been completed pursuant to the terms of the Escrow Agreement.

8. Cinram hereby agrees that if Cinram and/or the Purchaser fail to complete the Post-Closing Work by October 31, 2012, or such later date as may be agreed by the parties hereto (provided that if Cinram or the Purchaser has commenced the remainder of the Post-Closing Work prior to October 31, 2012, and the Post-Closing Work will not take an unreasonable time to complete, Rodenbury shall grant Cinram or the Purchaser an extension of the deadline to complete such work) Rodenbury may complete the Post-Closing Work in its reasonable discretion and shall be paid from the escrowed funds in an amount equal to any out-of-pocket costs Rodenbury has incurred to complete such Post-Closing Work in accordance with the terms of the Escrow Agreement, with any surplus funds to be paid to Cinram and/or the Purchaser. Such reimbursement shall be Rodenbury's sole recourse in the event that it completes the Post-Closing Work in accordance with the terms hereof.

9. Nothing in this Stipulation shall impair any rights of Cinram or Rodenbury in the event that Cinram seeks to reject or repudiate the Lease and/or the Escrow Agreement.

10. Until the date that an order approving the rejection of the Lease is entered or such time as the Lease is assumed and assigned to Purchaser, Cinram shall pay Rodenbury all post-petition obligations under the Lease in a timely manner.

11. This Stipulation shall be binding upon and inure to the benefit of Cinram and Rodenbury, and each of their successors, heirs, and assigns.

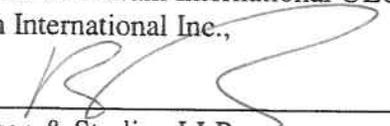
12. The Bankruptcy Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

13. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Stipulation may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier, or by mail.

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Dated: July 27, 2012  
New York, New York

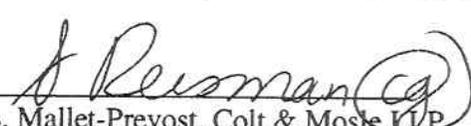
On behalf of Cinram International ULC, on behalf of  
Cinram International Inc.,

By:   
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Jill K. Frizzley  
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Counsel to the Foreign Representative

Dated: July 27 2012  
New York, New York

On behalf of Rodenbury Investments Limited

By:   
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