

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

DDMG Estate, *et al.*,

Debtors.¹

Chapter 11

Case No.: 12-12568 (BLS)

(Jointly Administered)

Related Docket No. 471, 710, 834, 862, 891,
968, 1014, 1056, 1071

**NINTH AMENDMENT TO THE FINAL ORDER (I) AUTHORIZING DEBTORS
TO OBTAIN POSTPETITION FINANCING AND USE CASH COLLATERAL, (II)
GRANTING ADEQUATE PROTECTION, (III) SCHEDULING FINAL HEARING,
AND (IV) GRANTING CERTAIN RELATED RELIEF**

Upon the motion dated September 11, 2012 (the "Motion"), seeking entry of interim and finals order (I) authorizing Debtors to obtain postpetition financing and use cash collateral; (II) granting adequate protection, (III) scheduling a final hearing, and (IV) granting certain related relief; and the final hearing on the Motion (the "Final Hearing") having been held on November 6, 2012; the Court having heard and resolved or overruled any and all other objections to the relief requested in the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and creditors; and the Court having entered the Final DIP Order on November 7, 2012 [Docket No. 471] (the "Final DIP Order"); the Court having entered the First Amendment to the Final DIP Order on December 20, 2012 [Docket No. 710] (the "First Amendment"); and the Court having entered the Second Amendment to the Final DIP Order on February 7, 2013 [Docket No. 834] (the "Second

¹ The Debtors in these proceedings and the last four digits of each Debtor's federal or foreign taxpayer identification number, if any, are as follows: D2 Software, Inc. (5602); DDH Land Holdings, LLC; DDH Land Holdings II, LLC; DD Estate (8392); DDI Estate (6275); DDInt Estate (9344); DDMG Estate (9505); DDPI Estate (5757); DDPVC Estate (6450); DDSG Estate (4526); DDT Estate (6809); DDMI Estate (2113); Tradition Studios, Inc. (4883); Tembo Productions, Inc. (7634). The Debtors' mailing address is 10250 SW Village Parkway, Port St. Lucie, Florida 34987.



Amendment"); and the Court having entered the Third Amendment to the Final DIP Order on February 27, 2013 [Docket No. 862] (the "Third Amendment"); and the Court having entered the Fourth Amendment to the Final DIP Order on April 10, 2013 [Docket No. 891] (the "Fourth Amendment"); and the Court having entered the Fifth Amendment to the Final DIP Order on July 22, 2013 [Docket No. 968] (the "Fifth Amendment"); and the Court having entered the Fifth Amendment to the Final DIP Order on July 22, 2013 [Docket No. 1015] (the "Sixth Amendment"); and the Court having entered the Seventh Amendment to the Final DIP Order on October 21, 2013 [Docket No. 1056] (the "Seventh Amendment"); and the Court having entered the Eight Amendment to the Final DIP Order on November 8, 2013 [Docket No. 1071] (the "Eighth Amendment"); and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT the Final DIP Order, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eight Amendment shall be, and hereby are, amended and modified as follows:

1. Notwithstanding the occurrence of a Termination Event², the expiration of the Remedies Notice Period and the termination of the automatic stay under section 362(a) to allow the DIP Agent to exercise any and all default remedies, the DIP Agent and DIP Lenders shall forebear from exercising their remedies under the Final DIP Order, DIP Term Sheet Documentation and applicable bankruptcy law and nonbankruptcy law through and until the earlier of (i) January 17, 2014 or (ii) the occurrence of a Termination Event (other than the occurrence of the Maturity Date) (the "Forbearance Period").


2. During the Forbearance Period, the Debtors may incur indebtedness and use Cash Collateral in accordance with the terms and conditions of the Final DIP Order, the First

² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Final DIP Order.

Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment which shall remain in full force and effect, except as specifically amended or modified by this order.

3. The Approved Budget shall, for the period from November 29, 2013 to January 17, 2014, be replaced with the Approved Budget attached hereto as Exhibit A.

Dated: Wilmington, Delaware
December 11, 2013



HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Approved Budget

**DDMG Errata (Irika Digital Domain Media Group, Inc.
December 2, 2013
Revised Bankruptcy Professional Fees and Other Disbursements
December 2, 2013)**

S's UCCs Week Number Week Ending	Elm												Total 9/19/2012 1/17/2014			
	Actual 10/4/2013	Actual 10/11/2013	Actual 10/18/2013	Actual 10/25/2013	Actual 11/1/2013	Actual 11/8/2013	Actual 11/15/2013	Actual 11/22/2013	Actual 11/29/2013	Fest 12/6/2013	Fest 12/13/2013	Fest 12/27/2013		Fest 1/3/2014	Fest 1/10/2014	Fest 1/17/2014
Bankruptcy Related Costs																
Debtor Professional Fees (1)																
Bankruptcy Counsel																(363)
Bankruptcy Counsel - Additional Matters																(251)
Bankruptcy Counsel - Canada																(15)
Bankruptcy Counsel - Canada																(103)
Information Officer - Canada																(432)
Turn-Around Manage																(138)
BOD Special Committee Course																(210)
Claims Agent																(138)
US Trustee																(101)
NA																(105)
Total Debtor Professional Fees																(4,408)
DIP Lender Counsel Professional Fees (2)																
Bankruptcy Counsel																(629)
Bankruptcy Counsel - Lender Reimburse																(787)
Bankruptcy Counsel - Canada																(91)
Bankruptcy Counsel																(471)
Bankruptcy Counsel																(236)
Total DIP Lender Counsel Professional Fees																(3,944)
UCC Professional Fees (3)																
Bankruptcy Counsel																(888)
Financial Advisor																(123)
Total UCC Professional Fees																(1,011)
Ordinary Course Professionals																
Legal Counsel (General and Employment)																(57)
Legal Counsel (Florida Government)																(32)
Legal Counsel (General)																(9)
SEC Counsel																(18)
Legal Counsel (Canada)																(33)
FL Real Estate Legal Counsel																(28)
Public Relations																(47)
Tom Meier																(102)
Van McNicholas																(132)
BND LLP																(20)
Total Ordinary Course Professionals																(323)
Other Costs / Disbursements																
Critical Vendor Payment																(35)
Utility and Telecom Deposit																(43)
Accounting and Payroll																(109)
Accountant/ Voucher/ P/O																(84)
Key Employee Incentive Plan																(64)
FTI Completion Fee																(1,460)
D&O Insurance (Tail Coverage)																(84)
Total Other Costs / Disbursements																(1,731)
Total Bankruptcy Related Costs																(4,088)

(1) Budgeted amounts set forth by the Pchulski Firm are for: 1) general case administrative services including fee and employment applications, United States Trustee compliance and general case inquiries and 2) services related to the sale of a 4 acre parcel of real estate and de minimis asset sales. As such, the budgeted amounts are exclusive of services rendered and related disbursements incurred in connection with any other matters, including the "Additional Matters", which are defined to include the following:

- Any reasonable and necessary work for Debtor in connection with D&O investigation (e.g., production of documents and attendance at depositions) and Debtor insurance coverage provided that the Debtors/PSZJ will cooperate and promptly seek reimbursement for those services under the applicable insurance policies and any insurance reimbursement shall be paid over the DIP Lenders.
- Any reasonable and necessary work related to closing the Patent sale to Real D (or back-up bidder) or post-closing matters including any appeal of the Patent Sale Orders to the extent such costs are not the Buyers' responsibility under the APA and sale order.
- Any reasonable and necessary work related to closing personal property sales or post-closing matters related to personal property sales.
- Any reasonable and necessary post-closing work related to the VFX sale.
- Any reasonable and necessary work related to the de minimis asset other than the 4 acre undeveloped parcel and de minimis asset sales.
- Any reasonable and necessary work related to the Canadian proceeding.
- Any reasonable and necessary litigation (contested matter or adversary proceeding) related to the PSL County Tax claims and the release of the remaining funds in escrow.
- Any reasonable and necessary work related to the PBC Adversary Proceeding.
- Any reasonable and necessary work related to or in connection with newly filed motions or stipulations for relief from stay.
- Any reasonable and necessary work related to the WARN/Adversary proceeding.
- Any reasonable and necessary work related to the characterization of the PSL Lease and the implementation of the settlement reached in connection therewith (other than negotiations with PSL City and PSL County) to release the remaining funds from the tax escrow.

As newly included contested matters or adversary proceedings:

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(2) The DIP Lenders shall pay all reasonable fees and expenses of the counsel to the DIP Agent and DIP Lenders as contemplated by section 5 of the Final DIP Order and page 15 of the DIP Term Sheet Documentation and such amounts shall be added to the outstanding amount of the DIP Loans.

(3) Amounts payable pursuant to an agreement between the DIP Lender Parties and the Unsecured Creditors Committee.