

WAIVER dated as of March 28, 2012 (this "Waiver"), to the Amended and Restated Credit Agreement dated as of April 11, 2011 (as amended by Amendment No. 1 to the Amended and Restated Credit Agreement, dated August 12, 2011, by Amendment No. 2 and Waiver to the Amended and Restated Credit Agreement, dated as of December 30, 2011, by Amendment No. 3 and Waiver to the Amended and Restated Credit Agreement, dated as of March 15, 2012 and as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CINRAM INTERNATIONAL ULC, a Nova Scotia unlimited liability company ("ULC"); CINRAM INTERNATIONAL INC., a corporation organized under the law of Canada ("Cinram"); CINRAM, INC., a corporation organized under the law of the State of Delaware ("CIUS"); CINRAM (U.S.) HOLDING'S INC., a corporation organized under the law of the State of Delaware ("CUSH") and, together with Cinram and CIUS, the "Borrowers"; the Guarantors from time to time party thereto; the Lenders from time to time party thereto; and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

A. Pursuant to the Credit Agreement, the Lenders have extended, and have agreed to extend, credit to the Borrowers.

B. As of the date hereof, certain Events of Default have occurred under the Credit Agreement and are continuing, subject to the effect of this Waiver;

C. ULC and the Borrowers have requested certain waivers under the Credit Agreement.

D. The Lenders party hereto are willing to consent to such requested waivers upon the terms and conditions set forth herein.

E. Capitalized terms used but not defined herein have the meanings assigned thereto in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Representations and Warranties. To induce the other parties hereto to enter into this Waiver, each of ULC and the Borrowers represents and warrants to the other parties hereto that, as of the Waiver Effective Date:

- (a) The execution, delivery and performance by ULC and the Borrowers of this Waiver has been duly authorized by all necessary corporate action; this Waiver has been duly executed and delivered by each of them; and each of this Waiver and the Credit Agreement is the legal, valid and binding obligations of each of them, enforceable against each of them in accordance with its terms.
- (b) Subject to subsection 5 of Schedule I hereto, the representations and warranties set forth in Article V of the Credit Agreement, and in each of the other Loan Documents, are complete and correct on and as of the Waiver Effective Date, before and after giving effect to this Waiver.

- (c) Subject to Schedule I hereto, no event has occurred and is continuing, before and after giving effect to this Waiver, that constitutes a Default.

SECTION 2. Conditions Precedent; Effectiveness. (a) Subject to paragraph (b) of this Section, the effectiveness of this Waiver is subject to the satisfaction of the following conditions precedent:

- (i) the Administrative Agent shall have executed a counterpart of this Waiver and shall have received counterparts of this Waiver executed on behalf of ULC, each of the Borrowers and Lenders representing the Majority Lenders;
 - (ii) the Administrative Agent shall have received a certificate, dated the Waiver Effective Date and signed by a Responsible Officer of Cinram confirming compliance with the representations set forth in Section 1 hereof;
 - (iii) the Administrative Agent shall have received all other fees and other amounts due and payable to it on or prior to the Waiver Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including the reasonable and documented fees, charges and disbursements of Zolfo Cooper, LLC, Blake, Cassels & Graydon, LLP and Wachtell, Lipton, Rosen & Katz) of the Administrative Agent in connection with this Waiver or otherwise required to be reimbursed or paid by the Borrowers under the Credit Agreement or this Waiver; and
 - (iv) ULC, CUSH, the Administrative Agent and lenders representing the Majority Lenders (as defined in the Second Lien Credit Agreement) shall have executed and delivered a waiver to the Second Lien Credit Agreement substantially in the form attached hereto as Exhibit A and such waiver shall become effective prior to or at the same time as this Waiver;
- (b) This Waiver shall become effective as of the first date (the "Waiver Effective Date") on which the conditions precedent set forth in paragraph (a) of this Section shall have been satisfied. The Administrative Agent shall notify the Borrowers and the Lenders of the Waiver Effective Date and such notice shall be conclusive and binding.

SECTION 3. Waiver.

- (a) Except as expressly set forth herein, this Waiver shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limitation of the foregoing, any Event of Default set forth on Schedule I

hereto shall be and remain an Event of Default on and following the Waiver Termination Date if not otherwise waived in accordance with the Credit Agreement. Nothing herein shall be deemed to entitle any Obligor to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

- (b) Subject to the next succeeding paragraph, effective as of the Waiver Effective Date, the Lenders party hereto hereby waive each of the actual and alleged Defaults and Events of Default listed on Schedule I attached hereto until close of business on the Waiver Termination Date.
- (c) The waiver set forth in subsection (b) hereof shall not apply for purposes of Section 4.02 of the Credit Agreement.
- (d) As used herein, the term "Waiver Termination Date" means any date on or after April 13, 2012 that is three Business Days following delivery of notice from the Administrative Agent (upon and subject to the instruction of Lenders holding outstanding Term Advances, Revolving Credit Exposures and unused Revolving Credit Commitments representing more than 20% of the sum of the total outstanding Term Advances, Revolving Credit Exposures and unused Revolving Credit Commitments at such time) to the Borrower that this Waiver shall be terminated.

SECTION 4. Additional Limitations on Permitted Acquisitions, Investments and Capital Expenditures. During the period from the Waiver Effective Date through the Waiver Termination Date, ULC will not, and will not permit any of its Restricted Subsidiaries to, (a) consummate any Permitted Acquisition; (b) make any Investment pursuant to Section 7.06(d), (e), (g), (h), or (k) of the Credit Agreement; or (c) make any Capital Expenditures pursuant to Section 8.04 of the Credit Agreement, in each case, other than (1) payments in respect of Capital Lease Obligations in effect on the date hereof and (2) maintenance Capital Expenditures (non Blu Ray capacity) not to exceed \$250,000 in the aggregate during such period. Failure to observe this Section 4 shall be an immediate Event of Default under the Credit Agreement.

SECTION 5. Loan Document. This Waiver shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 6. Further Assurances. The Lenders party hereto hereby authorize the Administrative Agent to enter into such further documents and do such other acts and things as the Borrower may reasonably request in order to fully effect the purposes of this Waiver.

SECTION 7. Counterparts. This Waiver may be executed in counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Waiver by telecopier shall be effective as delivery of a manually executed counterpart of this Waiver.

SECTION 8. Governing Law. This Waiver shall be governed by, and construed in accordance with, the law of the State of New York.

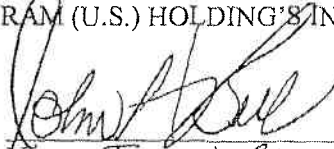
SECTION 9. Headings. Section headings used herein are for convenience of reference only, are not part of this Waiver and shall not affect the construction of, or be taken into consideration in interpreting, this Waiver.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Waiver to be duly executed by their respective authorized officers as of the day and year first above written.


CINRAM, INC.,
CINRAM (U.S.) HOLDING'S INC.

By:


Name: JOHN H BELL
Title: Authorized Officer


CINRAM INTERNATIONAL INC.

By:


Name: John H. Bell
Title: Chief Financial Officer

CINRAM INTERNATIONAL ULC

By:


Name: JOHN H BELL
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By



Name:

José E. Chiribak

Title:

*Special Credit Sr. Asset
Mgr.*

Lenders' signature pages redacted

EXHIBIT A
SECOND LIEN WAIVER

[To be provided under separate cover.]

SCHEDULE I
ACTUAL AND ALLEGED
DEFAULTS AND EVENTS OF DEFAULT

- 1) Any Default or Event of Default arising from a failure to observe or perform any covenant or agreement contained in Section 8.01 of the Credit Agreement for any day on or prior to April 30, 2012.
- 2) Any Default or Event of Default arising from a failure to observe or perform any covenant or agreement contained in Section 8.03 of the Credit Agreement for any day on or prior to April 30, 2012.
- 3) Any Default or Event of Default arising from a failure to obtain approval of the Majority Lenders of the projections delivered pursuant to Section 6.09(d)(i) of the Credit Agreement in accordance with Section 9.01(s) of the Credit Agreement.
- 4) Any Default or Event of Default arising from a failure to deliver audited financial statements accompanied by an opinion (without a “going concern” or like qualification or exception and without any qualification or exception as to the scope of the audit) by an independent public accountant in accordance with Section 6.09(b) of the Credit Agreement.
- 5) The completeness and correctness of the representation set forth in Section 5.05(b) of the Credit Agreement is hereby waived to the extent, and solely to the extent, of any facts disclosed to the Administrative Agent or its advisors in writing prior to the date of this Waiver that otherwise would render such representation incomplete or incorrect.