



Addendum

Canada

Highlights:

\$2.00 Up Front Fee

40% Split (You Keep 60%) vs \$1.20 Minimum

31 Day SellThru – 40% vs. \$2.00 Minimum

6 Month Lease - \$0.00 End Of Term

RENTRAK CORPORATION

One Airport Center – 7700 NE Ambassador Place 3rd Floor – Portland, OR 97220-1393

Phone: (800) 929-5656 – Fax: (503) 335-8142

ADDENDUM

THIS ADDENDUM (the "Addendum") is made and entered into as of this _____ day of _____, _____, by and between Rentrak Corporation, an Oregon corporation, ("Rentrak"), and _____ ("Retailer").
(Print Name of Business/Corporation)

RECITALS

A. Retailer is engaged in the retail video rental business and obtains prerecorded video programming on videocassettes and other media from a variety of distributors for rental and sale to the public. "VHS" Cassette(s) shall mean pre-recorded video cassettes in the VHS Format. "DVD's" shall mean pre-recorded digital video discs. "Cassettes" shall mean VHS Cassettes and DVD's provided the DVD is released to the home video market day-and-date with VHS Cassettes of the same title.

B. Rentrak distributes certain Cassettes pursuant to a lease arrangement known as Pay Per Transaction ("PPT[®]" or the "PPT[®] System").

C. Retailer desires to enter into an output agreement with Rentrak pursuant to the terms contained herein, whereby Retailer will order all of the titles of Cassettes made available to Rentrak under PPT[®] by Maple Pictures Corp., including titles from Lions Gate and third party labels (collectively, "MAPLE").

AGREEMENT

Accordingly, in consideration of the provisions and agreements contained herein, the parties agree as follows:

1. **Effective Date and Term of Addendum.** This Addendum shall become effective and legally binding as of the date of mutual execution by the parties and shall continue in effect for an initial term (the "Initial Term") expiring on the first anniversary of the street date (the date designated by studios as the date Cassettes are first available for rental to the general public) of the first Output Title, as defined in paragraph 2.1 hereto, ordered by Retailer hereunder, unless sooner terminated in accordance with the provisions hereof. Upon expiration of the Initial Term, and each subsequent one-year period thereafter, this Addendum shall be automatically renewed for an additional one-year term, unless either party gives written notice of termination to the other at least thirty (30) days prior to expiration of the initial one-year term, or any subsequent one-year term thereafter.

2. **Output Titles.**

2.1. **Output Obligation.** During the term of this Addendum, Retailer shall order from Rentrak through the PPT[®] System four (4) rental titles from among those made available by MAPLE each month under PPT[®] (the "Output Titles"). During a month in which MAPLE releases four (4) or less rental titles, Output Retailers shall be obligated to order all titles made available. Notwithstanding the forgoing, if MAPLE releases more than four (4) rental titles in a month, Output Retailer shall have the obligation to order all theatrical titles with a US domestic box office of \$1,000,000 or greater. Retailer acknowledges and agrees that it shall be obligated to order and obtain,

and shall order and obtain, from Rentrak a minimum quantity of DVD Units of each Output Title, which minimum shall be determined in accordance with the Ordering Matrix attached hereto as Exhibit A (the "Ordering Matrix"). VHS is also available to Output Retailer as an option if it is made available by Rentrak. If Retailer decides not to order one of the titles made available under this Output Agreement, Retailer cannot then decide to purchase the title through wholesale distribution.

3. **Ordering Procedure.** The ordering procedure with respect to each Output Title shall be as follows:

3.1 After being authorized by MAPLE to begin accepting orders for such Output Title through the PPT[®] System, Rentrak will automatically order on Retailer's behalf, and Retailer hereby authorizes Rentrak to order on its behalf, the minimum quantity of Cassettes of such Output Title, as determined in accordance with Section 2.1. Rentrak will thereafter notify Retailer, either electronically (via the PPT[®] System, electronic mail, or a similar electronic method of communication) or in writing, that such order has been placed; provided, however, that any failure to deliver such notice shall not limit or otherwise affect Retailer's ordering obligations hereunder, including without limitation, Retailer's obligation to obtain the minimum quantity of Cassettes of such Output Title. Retailer shall accept delivery of all Cassettes of such Output Title that Rentrak orders on Retailer's behalf pursuant to this Section.

3.2 If Retailer desires to obtain additional Cassettes of such Output Title, Retailer shall submit its order for such additional Cassettes to Rentrak, including without limitation, submitting each order to Rentrak prior to the Prebook date established by MAPLE with respect to such Output Title. The term "Prebook Date" means the date designated by MAPLE as the last day that Rentrak is authorized to accept orders for such Output title.

3.3 Any time Retailer is past due on its account with Rentrak, Rentrak may place Retailer on credit hold and refuse to ship Cassettes to Retailer or, at Rentrak's sole discretion, ship Cassettes on a prepaid basis at Can\$25.00 per Cassette ordered, which funds shall be applied toward Retailer's account with Rentrak. Retailer's output ordering and payment obligations hereunder are absolute and unconditional and shall not be affected by Rentrak exercising any of its remedies pursuant to the Current PPT[®] Agreement, including but not limited to, refusing to ship Cassettes to Retailer because (i) Retailer is past due on its Rentrak account, (ii) Retailer has failed to comply with the PPT[®] reporting system, or (iii) Retailer has failed to timely pay any and all amounts owing to Rentrak in connection with audit violations. Liquidated damages specified in Section 4 shall be available for any breach by Retailer of Section 2.

4. **Liquidated Damages.** Rentrak and Retailer acknowledge and agree that, in the event Retailer breaches the minimum ordering obligations set forth in Section 2.1 above, it would be impractical and extremely difficult to accurately estimate the damages that Rentrak would suffer as a result of such breach. Therefore, the parties agree that for each breach of Section 2.1 by Retailer, a reasonable estimate of the total net detriment that Rentrak would suffer for each breach is and shall be an amount equal to Can\$30 times the number of Cassettes of each Output Title with respect to which such breach occurred. Retailer agrees to pay such amount to Rentrak, and Rentrak shall have the right to collect such amount from Retailer, each time Retailer breaches Section 2.1. The payment of this amount is intended to constitute full, agreed, and liquidated damages to Rentrak only for a breach of Section 2.1 by Retailer, and is not intended as a penalty.

5. **Output Fees.** Retailer agrees to pay the following transaction fees to Rentrak on all Cassettes of Output Titles and comply with the following:

5.1 **Order Processing Fees.** Retailer shall pay an Order Processing Fee of Can\$2.00 per Cassette.

5.2 **Transaction Fees.** Retailer shall pay Rentrak a transaction fee equal to the greater of Forty percent (40%) of all rental revenue generated on all rental transactions involving Cassettes of Output Titles, or Can\$1.20 on each rental transaction (including zero dollar rentals) involving Cassettes of Output Titles.

5.3 **Other Fees.** Retailer shall have no right to sell, and shall not sell, any Cassettes of an Output Title prior to the Thirtieth (30th) of an Output Titles release. Retailer shall pay Rentrak a fee of Can\$26.00 for each Cassette of an Output Title reported or discovered lost, stolen or missing from Retailer's store inventory during the first Thirty (30) days of an Output Titles release.

5.4 **Sell-Through Fees.** Commencing on the thirty first (31st) day of an Output Title's release until the expiration of the Output Title's lease term, Retailer may sell Cassettes of such Output Title, provided, however, Retailer agrees to retain, and shall retain, a minimum of One Cassette by format ordered of each Output Title in Retailer's store inventory available for rental throughout the lease term of each such Output Title. Retailer shall pay Rentrak a sell through fee on all such sales during this time period, and a fee on all Cassettes discovered lost, stolen or missing during this time period, equal to the greater of forty percent (40%) of sale revenue or Can\$2.00 on each VHS or DVD sale transaction (including zero dollar sales), which fees shall be in addition to all other fees provided for under the current PPT Agreement.

5.5 **Buy-Out Fees.** At the end of an Output Title's lease term, Retailer shall not be obligated to pay Rentrak an end of term buyout fee and at such time the product will become the property of the retailer.

6. **Lease Term of Output Titles.** Notwithstanding anything expressed or implied to the contrary in the Current PPT[®] Agreement, the lease term for Cassettes of each Output Title shall be 17 weeks (119 days), commencing as of the Street Date of each Output Title.

7. **Termination.** Rentrak may terminate this Addendum at any time upon thirty (30) days advance written notice to Retailer. Upon termination of this Addendum, whether through the passage of time or otherwise, (i) Retailer's right and obligation to order and obtain Output Titles under the terms contained herein shall terminate, provided, however, that Retailer shall remain liable for all obligations incurred under this Addendum prior to termination, including but not limited to, the minimum ordering obligations of Cassettes of Output Titles ordered hereunder prior to the date of termination, and (ii) Rentrak shall have no further obligations to Retailer under this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the day and year first written above.

RENTRAK:

RENTRAK CORPORATION

By: _____

Date: _____

4788.020672

RETAILER:

(Print Name of Business/Corporation)

By/Signature: _____

Print Name: _____

Print Title: _____

Rentrak Account No.(s): _____

Date: _____

Maple Pictures Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$0	1	1	1	2	2	2	2	3	3	3
\$1	1	1	2	2	3	3	3	4	4	4
\$2	1	2	2	2	3	3	3	4	5	5
\$3	2	2	2	2	3	4	4	5	6	6
\$4	2	2	2	3	4	5	5	6	7	7
\$5	2	2	2	3	4	5	6	7	8	9
\$6	2	2	3	4	5	5	7	8	9	10
\$7	2	2	3	4	5	6	8	9	10	11
\$8	2	2	3	5	5	7	8	9	11	12
\$9	2	2	3	5	5	7	9	10	12	13
\$10	2	2	4	6	6	8	10	11	13	14
\$11	2	3	4	6	7	9	11	12	14	15
\$12	2	3	4	6	7	9	11	13	15	17
\$13	2	3	4	6	7	10	11	13	16	18
\$14	2	3	5	7	8	10	12	14	17	19
\$15	2	3	5	8	9	12	14	16	19	21
\$16	2	4	6	8	10	13	15	17	20	22
\$17	2	4	6	8	10	14	16	18	21	23
\$18	2	4	7	9	11	14	16	19	22	25
\$19	2	4	7	9	11	14	17	20	23	25
\$20	2	4	8	10	12	15	18	21	24	26
\$21	2	4	8	10	12	15	18	21	24	27
\$22	2	4	8	10	13	16	19	22	25	28
\$23	2	4	8	10	13	17	20	23	27	30
\$24	2	4	8	10	13	17	21	24	27	30
\$25	2	4	8	11	14	17	21	24	28	31
\$26	3	5	8	11	14	18	22	25	29	32
\$27	3	5	8	11	14	19	22	26	30	33
\$28	3	5	8	11	14	19	22	26	30	33
\$29	3	5	9	12	15	20	23	27	31	35
\$30	3	5	9	12	15	20	24	28	32	35
\$31	3	5	9	12	15	21	24	28	32	36
\$32	3	5	9	13	16	21	25	29	33	37
\$33	3	5	9	13	16	22	26	30	34	38
\$34	3	5	9	13	16	22	26	30	34	38
\$35	3	5	9	14	17	23	27	31	36	40
\$36	3	5	9	14	17	23	27	32	36	40
\$37	3	5	9	15	18	23	28	32	37	41
\$38	3	5	9	15	18	23	28	33	38	42
\$39	3	5	9	15	18	23	28	33	38	42
\$40	3	5	9	15	19	24	29	34	39	43
\$41	3	5	9	15	19	24	29	34	39	43
\$42	3	5	9	15	19	25	30	35	40	45
\$43	3	5	9	15	20	25	31	36	41	45
\$44	3	5	9	15	20	26	31	36	41	46
\$45	3	5	9	15	20	26	32	37	42	47
\$46	3	6	10	16	21	27	32	37	42	47
\$47	3	6	10	16	21	27	32	37	43	48
\$48	3	6	10	16	21	27	33	38	43	48
\$49	3	6	10	16	22	28	33	38	44	49
\$50	3	6	10	16	22	28	33	39	45	50
\$51	3	6	10	17	22	28	33	39	45	50
\$52	3	6	10	17	22	29	34	39	45	50
\$53	3	6	10	17	22	29	34	40	46	51
\$54	3	6	10	17	22	29	34	40	46	51

Maple Pictures Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$55	3	6	10	17	23	29	35	41	47	52
\$56	3	6	10	17	23	30	35	41	47	52
\$57	3	6	10	17	23	30	35	41	47	53
\$58	3	6	11	18	23	31	36	42	48	54
\$59	3	6	11	18	23	31	36	42	48	54
\$60	3	6	11	18	23	31	36	42	48	54
\$61	3	6	11	18	23	31	37	43	49	55
\$62	3	6	11	18	24	32	37	43	49	55
\$63	3	6	11	18	24	32	38	44	50	56
\$64	3	6	11	18	24	32	38	44	50	56
\$65	3	6	11	18	24	32	39	45	51	57
\$66	3	6	11	18	24	32	39	45	51	57
\$67	3	6	12	19	25	32	39	45	52	58
\$68	3	6	12	19	25	33	39	45	52	58
\$69	3	6	12	19	25	33	40	46	52	58
\$70	3	6	12	19	25	33	40	46	53	59
\$71	3	6	12	19	25	33	40	46	53	59
\$72	3	6	12	19	25	33	40	46	53	59
\$73	3	6	12	20	26	33	40	47	54	60
\$74	3	6	12	20	26	34	41	47	54	60
\$75	3	6	12	20	26	34	41	47	54	61
\$76	4	7	13	20	26	34	41	48	55	61
\$77	4	7	13	20	26	35	42	48	55	61
\$78	4	7	13	20	27	35	42	48	55	62
\$79	4	7	13	20	27	35	42	49	56	62
\$80	4	7	13	20	27	35	42	49	56	62
\$81	4	7	13	21	27	35	42	49	56	63
\$82	4	7	13	21	27	36	43	49	56	63
\$83	4	7	13	21	27	36	43	50	57	63
\$84	4	7	13	21	28	36	43	50	57	64
\$85	4	7	13	21	28	36	43	50	57	64
\$86	4	7	13	21	28	36	43	50	57	64
\$87	4	7	13	21	28	37	44	51	58	65
\$88	4	7	13	21	28	37	44	51	58	65
\$89	4	7	13	21	28	37	44	51	58	65
\$90	4	7	13	21	28	37	44	51	59	66
\$91	4	7	13	21	29	37	44	52	59	66
\$92	4	7	13	21	29	37	44	52	59	66
\$93	4	7	13	21	29	37	44	52	59	66
\$94	4	7	13	21	29	37	44	52	59	66
\$95	4	7	13	21	29	38	45	52	60	67
\$96	4	7	13	21	29	38	45	52	60	67
\$97	4	7	13	21	29	38	45	53	60	67
\$98	4	7	13	21	29	38	45	53	60	67
\$99	4	7	13	21	29	39	46	53	61	68
\$100	4	8	14	22	30	39	46	53	61	68
\$101	4	8	14	22	30	39	46	54	61	68
\$102	4	8	14	22	30	39	46	54	62	69
\$103	4	8	14	22	30	39	46	54	62	69
\$104	4	8	14	22	30	39	46	54	62	69
\$105	4	8	14	22	30	39	46	54	62	69
\$106	4	8	14	22	30	39	46	54	62	69
\$107	4	8	14	22	30	40	47	55	63	70
\$108	4	8	14	22	31	40	47	55	63	70
\$109	4	8	14	22	31	40	47	55	63	70

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\$110	4	8	14	22	31	40	47	55	63	71
\$111	4	8	14	22	31	40	48	56	64	71
\$112	4	8	14	22	31	41	48	56	64	71
\$113	4	8	14	22	31	41	48	56	64	71
\$114	4	8	14	22	31	41	48	56	64	71
\$115	4	8	14	22	31	41	48	56	64	72
\$116	4	8	14	22	31	41	48	56	64	72
\$117	4	8	14	23	32	41	49	57	65	72
\$118	4	8	14	23	32	41	49	57	65	72
\$119	4	8	14	23	32	41	49	57	65	72
\$120	4	8	14	23	32	41	49	57	65	72
\$121	4	8	15	23	32	41	49	57	65	73
\$122	4	8	15	23	32	41	49	57	65	73
\$123	4	8	15	23	32	41	50	58	66	73
\$124	4	8	15	23	32	41	50	58	66	74
\$125	4	8	15	24	32	41	50	58	66	74
\$126	5	9	15	24	32	42	50	58	66	74
\$127	5	9	15	24	32	42	51	59	67	75
\$128	5	9	15	24	32	42	51	59	67	75
\$129	5	9	15	24	32	42	51	59	67	75
\$130	5	9	15	24	32	42	51	59	67	75
\$131	5	9	15	24	32	42	51	59	67	75
\$132	5	9	15	24	32	42	51	59	68	76
\$133	5	9	15	24	32	43	52	60	68	76
\$134	5	9	15	24	33	43	52	60	68	76
\$135	5	9	15	24	33	43	52	60	69	77
\$136	5	9	16	25	33	43	52	60	69	77
\$137	5	9	16	25	33	43	52	60	69	77
\$138	5	9	16	25	33	44	53	61	69	77
\$139	5	9	16	25	33	44	53	61	70	78
\$140	5	9	16	25	33	44	53	61	70	78
\$141	5	9	16	25	34	44	53	61	70	78
\$142	5	9	16	25	34	44	53	62	71	79
\$143	5	9	16	25	34	45	54	62	71	79
\$144	5	9	16	25	34	45	54	62	71	79
\$145	5	9	16	25	34	45	54	62	71	80
\$146	5	9	16	25	34	45	54	63	72	80
\$147	5	9	16	26	35	45	54	63	72	80
\$148	5	9	16	26	35	46	54	63	72	81
\$149	5	9	16	26	35	46	54	63	72	81
\$150	5	9	16	26	35	46	55	64	73	81
\$151	5	9	17	26	35	46	55	64	73	81
\$152	5	9	17	26	35	46	55	64	73	81
\$153	5	9	17	26	35	46	55	64	73	81
\$154	5	9	17	26	35	46	55	64	73	81
\$155	5	9	17	26	35	46	55	64	73	81
\$156	5	9	17	26	35	46	55	64	73	81
\$157	5	9	17	26	35	46	55	64	73	81
\$158	5	9	17	26	35	46	55	64	73	81
\$159	5	9	17	26	35	46	55	64	73	81
\$160	5	9	17	26	35	46	55	64	73	81
\$161	5	9	17	26	35	46	55	64	73	81
\$162	5	9	17	26	35	46	55	64	73	81
\$163	5	9	17	26	35	46	55	64	73	81
\$164	5	9	17	26	35	46	55	64	73	81

Maple Pictures Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$165	5	9	17	26	35	46	55	64	73	81
\$166	5	9	17	26	35	46	55	64	73	81
\$167	5	9	17	26	35	46	55	64	73	81
\$168	5	9	17	26	35	46	55	64	73	81
\$169	5	9	17	26	35	46	55	64	73	81
\$170	5	9	17	26	35	46	55	64	73	81
\$171	5	9	17	26	35	46	55	64	73	81
\$172	5	9	17	26	35	46	55	64	73	81
\$173	5	9	17	26	35	46	55	64	73	81
\$174	5	9	17	26	35	46	55	64	73	81
\$175	5	9	17	26	35	46	55	64	73	81
\$176	5	9	17	26	35	46	55	64	73	81
\$177	5	9	17	26	35	46	55	64	73	81
\$178	5	9	17	26	35	46	55	64	73	81
\$179	5	9	17	26	35	46	55	64	73	81
\$180	5	9	18	27	35	46	55	64	73	81
\$181	5	9	18	27	35	46	55	64	73	81
\$182	5	9	18	27	35	46	55	64	73	81
\$183	5	9	18	27	35	46	55	64	73	81
\$184	5	9	18	27	35	46	55	64	73	81
\$185	5	9	18	27	35	46	55	64	73	81
\$186	5	9	18	27	35	46	55	64	73	81
\$187	5	9	18	27	35	46	55	64	73	81
\$188	5	9	18	27	35	46	55	64	73	81
\$189	5	9	18	27	35	46	55	64	73	81
\$190	5	9	18	27	35	46	55	64	73	81
\$191	5	9	18	27	35	46	55	64	73	81
\$192	5	9	18	27	35	46	55	64	73	81
\$193	5	9	18	27	35	46	55	64	73	81
\$194	5	9	18	27	35	46	55	64	73	81
\$195	5	9	18	27	35	46	55	64	73	81
\$196	5	9	18	27	35	46	55	64	73	81
\$197	5	9	18	27	35	46	55	64	73	81
\$198	5	9	18	27	35	46	55	64	73	81
\$199	5	9	18	27	35	46	55	64	73	81
200+	5	9	18	27	35	46	55	64	73	81