

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"). Retailer currently participates in Rentrak's PPT[®] System pursuant to a Rentrak Agreement, a Rentrak National Account Agreement, or a Rentrak Chain or Multiple Store Account Agreement, as the case may be, as modified and supplemented by any amendments and/or addenda thereto (collectively, the "Current PPT[®] Agreement").

C. Retailer desires to enter into an output agreement with Rentrak pursuant to the terms contained herein, whereby Retailer will order, subject to the terms and conditions of the Current PPT[®] Agreement, all of the titles of Cassettes made available to Rentrak under PPT[®] by Sony Pictures Home Entertainment Canada, Inc., to include titles from third party labels (collectively "SPHEC").

D. Retailer gives Rentrak permission to provide SPHEC ordering and transaction detail based on the terms of this agreement.

AGREEMENT

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

1. **Effect of Addendum.** The parties are entering into this Addendum as an amendment and supplement to the Current PPT[®] Agreement. This Addendum shall be attached to, and deemed incorporated by reference into, the Current PPT[®] Agreement. To the extent any term or provision of this Addendum is inconsistent with or in direct conflict with any term of the Current PPT[®] Agreement, this Addendum shall supercede and control any such provision in the Current PPT[®] Agreement to the extent of such direct conflict or inconsistency. Unless otherwise specifically modified herein, all terms and conditions contained in the Current PPT[®] Agreement shall be given full force and effect and shall apply to all Cassettes ordered hereunder.

2. **Incorporation of Recitals.** Recitals set forth above are incorporated herein by reference and made a legally binding part of this Agreement.

3. **Definitions.** Any capitalized term used herein that is not otherwise defined herein shall have the meaning set forth in the Current PPT[®] Agreement. For purposes of this Addendum, the following terms shall have the following meanings:

3.1. “Ordering Matrix” means the ordering matrix attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full.

3.2. “Output Fees” shall have the meaning set forth in Section 6.

3.3. “Output Location” means each free-standing retail video store, and store-within-a-store, owned, operated or managed by Retailer within Canada.

3.4. “Rental Pictures” means feature-length motion pictures including direct to video pictures that premiere on cable or on videocassette and/or DVD. Episodic television shows shall be excluded from Rental Pictures. In the event that SPHEC offers a DVD Cassette at a wholesale cost greater than Can\$38.00, SPHEC will have the unilateral right to exclude such title from the terms of the output agreement.

3.5. “Prebook Date” means the date designed by SPHEC as the last day that Rentrak is authorized to accept orders for a Rental Picture.

3.6. “Street Date” means the date designated by the studio as the date Cassettes of a particular title are first available for rental to the general public.

4. **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 5.1 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.

5. **Output Titles.**

5.1. **Output Obligation.** During the term of this Addendum, Retailer shall order exclusively from Rentrak through the PPT[®] System, and subject to the terms and conditions of the Current PPT Agreement and the minimum ordering requirements set forth herein, all Cassettes released by SPHEC and available under PPT[®] (the “Output Titles”) and Retailer shall not order or otherwise obtain Cassettes of an Output Title from any other source. Retailer acknowledges and agrees that it shall be obligated to order and obtain, and shall order and obtain, from Rentrak a minimum quantity of Cassettes by format of each Output Title, which minimum shall be determined in accordance with the Ordering Matrix attached hereto as Exhibit A (the “Ordering Matrix”). The minimum quantity requirements shall be met by format with the Ordering Matrix being used to establish minimums for VHS Cassettes and DVD units separately. Each retail location will be tiered

based on VHS revenue in accordance with Exhibit A, and separately tiered based on DVD revenue in accordance with Exhibit A.

5.2. **Amendment of Ordering Matrix.** SPHEC shall have the right, in its sole and absolute discretion, to modify or amend the Ordering Matrix **and/or** the Output Fees set forth in Section 5 hereof at any time and from time to time. SPHEC and/or Rentrak shall, in the event SPHEC amends or modifies the Ordering Matrix or any of the Output Fees, send Retailer a copy of such modification or amendment. The modified or amended Ordering Matrix or Output Fees, as applicable, shall become effective and binding on Retailer as of the date Retailer receives a copy thereof, provided, however, Retailer shall have the right, in the event Retailer is unwilling to accept the modified or amended Ordering Matrix or Output Fees, as applicable, to terminate this Addendum by sending written notice of termination to Rentrak within ten (10) days following receipt of the modified or amended Ordering Matrix or Output Fees, as applicable. If Retailer sends Rentrak written notice of termination during such ten-day period, the modified or amended Ordering Matrix or Output Fees, as applicable, shall not become effective and this Addendum shall be deemed terminated effective as of the date Rentrak receives the notice of termination, provided, however, Retailer shall remain liable for all obligations incurred under this Addendum prior to the date of such termination, specifically including, without limitation, the minimum ordering and payment obligations set forth herein. If Retailer fails to send Rentrak written notice of termination during such ten-day period, Retailer shall be deemed to have accepted the modified or amended Ordering Matrix or Output Fees, as applicable, and this Addendum shall continue in full force and effect with the modified or amended Ordering Matrix or Output Fees, as applicable, in effect as of the date Retailer received a copy thereof.

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

5.3.1. After being authorized by SPHEC 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 5.1. 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 or under the Current PPT[®] Agreement, 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 5.

5.3.2. If Retailer desires to obtain additional Cassettes of such Output Title, Retailer shall submit its order for such additional Cassettes to Rentrak in strict compliance with all terms and conditions of the Current PPT[®] Agreement, including without limitation, submitting such order to Rentrak prior to the Prebook Date established by SPHEC with respect to such Output Title. The term "Prebook Date" means the date designated by SPHEC as the last day that Rentrak is authorized to accept orders for such Output Title. Rentrak shall have no obligation to accept any additional order for Cassettes submitted on or after the Prebook Date.

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\$35.00 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 5.4 shall be available for any breach by Retailer of Section 5.1.

5.4. **Liquidated Damages.** Rentrak and Retailer acknowledge and agree that, in the event Retailer breaches the minimum ordering obligations set forth in Section 5.1 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 5.1 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 5.1. The payment of this amount is intended to constitute full, agreed, and liquidated damages to Rentrak only for a breach of Section 5.1 by Retailer, and is not intended as a penalty.

6. **Output Fees.** Retailer agrees to pay the following order processing fees, transaction fees, sell through fees, end of term buyout fees and other fees to Rentrak on all Cassettes of Output Titles (collectively, the "Output Fees") and comply with the following:

6.1. Retailer shall pay Rentrak an order processing fee of Can\$2.50 per Cassette.

6.2. Retailer shall pay Rentrak a transaction fee equal to the greater of (i) forty-five percent (45%) of all rental revenue generated on all rental transactions involving Cassettes of Output Titles, or (ii) Can\$1.65 on each rental transaction (including zero dollar rentals) involving Cassettes of Output Titles.

6.3. Retailer shall have no right to sell, and shall not sell any Cassettes of an Output Title prior to the 29th day after the title's street date. Retailer shall pay Rentrak a fee of Can\$50.00 for each VHS Cassette of an Output Title reported or discovered lost, stolen or missing from Retailer's store inventory during the first sixty (60) days after the title's street date. Retailer shall pay Rentrak a fee of Can\$25.00 for each DVD reported or discovered lost, stolen or missing from Retailer's store inventory during the first sixty (60) days after the title's street date. Any such fees shall be in addition to all other fees provided for under the Current PPT Agreement, specifically including without limitation all fees, whether previously paid or presently outstanding, incurred by Retailer in connection with the rental of such Cassette, and all audit fees billed by Rentrak.

6.4 Retailer may sell previously viewed Cassettes as provided in this paragraph 6.4.

6.4.1. Commencing on the twenty-ninth (29th) day after an Output Title's street date and continuing until the expiration of the title's lease term Retailer may sell Cassettes of such title.

6.4.2. Notwithstanding paragraph 6.4.1, Retailer agrees to retain and make available for rental a minimum of, (i) fifty percent (50%) of all Cassettes of each Output Title through the first 90 days of the title's lease term; and (ii) twenty-five percent (25%) of all Cassettes of each Output Title through the first 120 days of the title's lease term. Retailer agrees to retain and make available for rental at least one Cassette of each Output Title during the title's entire lease term. In no event will Retailer sell below anticipated rental demand. Retailer is not permitted to sell Cassettes of an Output Title to third-party vendors, including brokers, liquidators, or other wholesale distributors.

6.4.3. Retailer shall pay Rentrak a sell through fee for each Cassette sold pursuant to this paragraph 6.4. With respect to VHS Cassettes the sell through fee shall be the greater of Can\$2.00 or forty-five percent (45%) of sales revenue per VHS Cassette. With respect to DVD's the sell through fee shall be the greater of Can\$4.50 or forty-five percent (45%) of sales revenue per DVD.

6.4.4. Cassettes discovered lost, stolen or missing beginning the (61st) day after street date shall be treated as sold and a Can\$10.00 sell-through fee shall be paid. Such fees shall be in addition to all other fees provided for under the current PPT Agreement.

6.5. At the end of an Output Title's lease term, Retailer shall not pay Rentrak an end of term buyout fee.

7. **Lease Term of Output Titles.** Notwithstanding anything to the contrary in the Current PPT[®] Agreement, the lease term for Cassettes of each Output Title shall be 26 weeks.

8. **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. Subject to the foregoing sentence, the termination of this Addendum, whether through the passage of time or otherwise, shall not terminate the Current PPT[®] Agreement, which agreement, including but not limited to, the exclusivity provision set forth therein, shall remain in full force and effect in accordance with its terms and shall govern Retailer's obligations with respect to all Cassettes, including but not limited to, Cassettes of Output Titles ordered by Retailer after the date of termination.

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

RENTRAK:

RETAILER:

RENTRAK CORPORATION

(Print Name of Business/Corporation)

By: _____

By/Signature: _____

Date: _____

Print Name: _____

Print Title: _____

Rentrak Account No.(s): _____

Date: _____

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**EXHIBIT A TO OUTPUT ADDENDUM
DVD ORDERING MATRIX
ORDER MINIMUMS FOR SPHEC PPT PRODUCT
OUTPUT AGREEMENTS ONLY**

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

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DVD ORDERING MATRIX
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\$54	3	6	10	14	18	22	26	30	35	38
\$55	3	6	10	14	18	22	26	31	35	39
\$56	3	6	10	14	19	23	26	31	35	39
\$57	3	6	10	14	19	23	26	31	35	40
\$58	3	6	10	15	19	23	27	32	36	40
\$59	3	6	10	15	19	23	27	32	36	41
\$60	3	6	10	15	19	23	27	32	36	41
\$61	3	6	10	15	19	23	28	32	37	41
\$62	3	6	10	15	19	24	28	32	37	41
\$63	3	6	10	15	19	24	29	33	38	42
\$64	3	6	10	15	19	24	29	33	38	42
\$65	3	6	10	15	19	24	29	34	38	43
\$66	3	6	11	15	19	24	29	34	38	43
\$67	3	6	11	16	20	24	29	34	39	44
\$68	3	6	11	16	20	25	29	34	39	44
\$69	3	6	11	16	20	25	30	35	39	44
\$70	3	6	11	16	20	25	30	35	40	44
\$71	3	6	11	16	21	25	30	35	40	44
\$72	3	6	11	16	21	25	30	35	40	44
\$73	3	6	11	17	22	25	30	35	41	45
\$74	3	6	11	17	22	26	31	35	41	45
\$75	3	6	11	17	22	26	31	35	41	46
\$76	4	7	12	17	22	26	31	36	41	46
\$77	4	7	12	17	22	26	32	36	41	46
\$78	4	7	12	17	23	26	32	36	41	47
\$79	4	7	12	17	23	26	32	37	42	47
\$80	4	7	12	17	23	26	32	37	42	47
\$81	4	7	12	18	23	26	32	37	42	47
\$82	4	7	12	18	23	27	32	37	42	47
\$83	4	7	12	18	23	27	32	38	43	47
\$84	4	7	12	18	23	27	32	38	43	48
\$85	4	7	12	18	23	27	32	38	43	48
\$86	4	7	12	18	23	27	32	38	43	48
\$87	4	7	12	18	23	28	33	38	44	49
\$88	4	7	12	18	23	28	33	38	44	49
\$89	4	7	12	18	23	28	33	38	44	49
\$90	4	7	12	18	23	28	33	38	44	50
\$91	4	7	12	18	24	28	33	39	44	50
\$92	4	7	13	18	24	28	33	39	44	50
\$93	4	7	13	18	24	28	33	39	44	50
\$94	4	7	13	18	24	28	33	39	44	50
\$95	4	7	13	18	24	29	34	39	45	50
\$96	4	7	13	18	24	29	34	39	45	50
\$97	4	7	13	18	24	29	34	40	45	50
\$98	4	7	13	18	24	29	34	40	45	50
\$99	4	7	13	18	24	29	35	40	46	51
\$100	4	8	13	18	24	29	35	40	46	51
\$101	4	8	13	18	24	29	35	41	46	51
\$102	4	8	13	18	24	29	35	41	47	52
\$103	4	8	13	18	24	29	35	41	47	52
\$104	4	8	13	18	24	29	35	41	47	52
\$105	4	8	13	18	24	29	35	41	47	52
\$106	4	8	13	18	24	29	35	41	47	52
\$107	4	8	13	18	24	30	35	41	47	53

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DVD ORDERING MATRIX
ORDER MINIMUMS FOR SPHEC PPT PRODUCT
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\$108	4	8	13	19	25	30	35	41	47	53
\$109	4	8	13	19	25	30	35	41	47	53
\$110	4	8	13	19	25	30	35	41	47	53
\$111	4	8	13	19	25	30	36	42	48	53
\$112	4	8	13	19	25	31	36	42	48	53
\$113	4	8	13	19	25	31	36	42	48	53
\$114	4	8	13	19	25	31	36	42	48	53
\$115	4	8	13	19	25	31	36	42	48	54
\$116	4	8	13	19	25	31	36	42	48	54
\$117	4	8	13	19	26	31	37	43	49	54
\$118	4	8	13	19	26	31	37	43	49	54
\$119	4	8	13	19	26	31	37	43	49	54
\$120	4	8	14	19	26	31	37	43	49	54
\$121	4	8	14	19	26	31	37	43	49	55
\$122	4	8	14	19	26	31	37	43	49	55
\$123	4	8	14	19	26	31	38	44	50	55
\$124	4	8	14	19	26	31	38	44	50	56
\$125	4	8	14	19	27	31	38	44	50	56
\$126	5	9	14	20	27	32	38	44	50	56
\$127	5	9	14	20	27	32	38	44	50	56
\$128	5	9	14	20	27	32	38	44	50	56
\$129	5	9	14	20	27	32	38	44	50	56
\$130	5	9	14	20	27	32	38	44	50	56
\$131	5	9	14	20	27	32	38	44	50	56
\$132	5	9	14	20	27	32	38	44	51	57
\$133	5	9	14	20	27	32	39	45	51	57
\$134	5	9	14	20	27	32	39	45	51	57
\$135	5	9	14	20	27	32	39	45	52	58
\$136	5	9	14	20	27	32	39	45	52	58
\$137	5	9	14	20	27	32	39	45	52	58
\$138	5	9	14	20	27	33	40	46	52	58
\$139	5	9	14	20	27	33	40	46	53	59
\$140	5	9	14	20	27	33	40	46	53	59
\$141	5	9	14	20	27	33	40	46	53	59
\$142	5	9	14	20	27	33	40	47	53	59
\$143	5	9	14	20	27	34	41	47	53	59
\$144	5	9	14	20	27	34	41	47	53	59
\$145	5	9	14	20	27	34	41	47	53	60
\$146	5	9	14	20	27	34	41	47	54	60
\$147	5	9	14	20	27	34	41	47	54	60
\$148	5	9	14	20	27	35	41	47	54	60
\$149	5	9	14	20	27	35	41	47	54	60
\$150	5	9	14	20	27	35	41	48	55	61
\$151	5	9	14	20	28	35	41	48	55	61
\$152	5	9	14	20	28	35	41	48	55	61
\$153	5	9	14	20	28	35	41	48	55	61
\$154	5	9	14	20	28	35	41	48	55	61
\$155	5	9	14	20	28	35	41	48	55	61
\$156	5	9	14	20	28	35	41	48	55	61
\$157	5	9	14	20	28	35	41	48	55	61
\$158	5	9	14	20	28	35	41	48	55	61
\$159	5	9	14	20	28	35	41	48	55	61
\$160	5	9	14	20	28	35	41	48	55	61
\$161	5	9	14	20	28	35	41	48	55	61

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ORDER MINIMUMS FOR SPHEC PPT PRODUCT
OUTPUT AGREEMENTS ONLY**

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)
\$162	5	9	14	20	28	35	41	48	55	61
\$163	5	9	14	20	28	35	41	48	55	61
\$164	5	9	14	20	28	35	41	48	55	61
\$165	5	9	14	20	28	35	41	48	55	61
\$166	5	9	14	20	28	35	41	48	55	61
\$167	5	9	14	20	28	35	41	48	55	61
\$168	5	9	14	20	28	35	41	48	55	61
\$169	5	9	14	20	28	35	41	48	55	61
\$170	5	9	14	20	28	35	41	48	55	61
\$171	5	9	14	20	28	35	41	48	55	61
\$172	5	9	14	20	28	35	41	48	55	61
\$173	5	9	14	20	28	35	41	48	55	61
\$174	5	9	14	20	28	35	41	48	55	61
\$175	5	9	15	21	28	35	41	48	55	61
\$176	5	9	15	21	28	35	41	48	55	61
\$177	5	9	15	21	28	35	41	48	55	61
\$178	5	9	15	21	28	35	41	48	55	61
\$179	5	9	15	21	28	35	41	48	55	61
\$180	5	9	15	21	28	35	41	48	55	61
\$181	5	9	15	21	28	35	41	48	55	61
\$182	5	9	15	21	28	35	41	48	55	61
\$183	5	9	15	21	28	35	41	48	55	61
\$184	5	9	15	21	28	35	41	48	55	61
\$185	5	9	15	21	28	35	41	48	55	61
\$186	5	9	15	21	28	35	41	48	55	61
\$187	5	9	15	21	28	35	41	48	55	61
\$188	5	9	15	21	28	35	41	48	55	61
\$189	5	9	15	21	28	35	41	48	55	61
\$190	5	9	15	21	28	35	41	48	55	61
\$191	5	9	15	21	28	35	41	48	55	61
\$192	5	9	15	21	28	35	41	48	55	61
\$193	5	9	15	21	28	35	41	48	55	61
\$194	5	9	15	21	28	35	41	48	55	61
\$195	5	9	15	21	28	35	41	48	55	61
\$196	5	9	15	21	28	35	41	48	55	61
\$197	5	9	15	21	28	35	41	48	55	61
\$198	5	9	15	21	28	35	41	48	55	61
\$199	5	9	15	21	28	35	41	48	55	61
200+	5	9	15	21	28	35	41	48	55	61

**EXHIBIT A TO OUTPUT ADDENDUM
VHS ORDERING MATRIX
ORDER MINIMUMS FOR SPHEC PPT PRODUCT
OUTPUT AGREEMENTS ONLY**

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

**EXHIBIT A TO OUTPUT ADDENDUM
VHS ORDERING MATRIX
ORDER MINIMUMS FOR SPHEC PPT PRODUCT
OUTPUT AGREEMENTS ONLY**

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)
\$54	2	4	6	8	11	14	17	20	23	26
\$55	2	4	6	9	11	14	17	21	23	26
\$56	2	4	6	9	11	15	18	21	23	26
\$57	2	4	6	9	11	15	18	21	24	27
\$58	2	4	6	9	12	15	18	21	24	27
\$59	2	4	6	9	12	15	18	21	24	27
\$60	2	4	6	9	12	15	18	21	24	27
\$61	2	4	6	9	12	15	18	22	25	28
\$62	2	4	6	9	12	16	19	22	25	28
\$63	2	4	6	9	12	16	19	22	25	28
\$64	2	4	6	9	12	16	19	22	25	28
\$65	2	4	6	9	12	16	19	23	26	29
\$66	2	4	6	9	12	16	19	23	26	29
\$67	2	4	6	9	13	16	19	23	26	29
\$68	2	4	6	9	13	17	20	23	26	29
\$69	2	4	6	9	13	17	20	23	26	29
\$70	2	4	7	10	13	17	20	23	26	30
\$71	2	4	7	10	13	17	20	23	26	30
\$72	2	4	7	10	13	17	20	23	26	30
\$73	2	4	7	10	13	17	20	24	27	30
\$74	2	4	7	10	13	17	20	24	27	30
\$75	2	4	7	10	13	17	20	24	27	31
\$76	2	4	7	10	13	17	21	24	27	31
\$77	2	4	7	10	13	18	21	24	27	31
\$78	2	4	7	10	14	18	21	24	28	31
\$79	2	4	7	10	14	18	21	25	28	31
\$80	2	4	7	10	14	18	21	25	28	31
\$81	2	5	7	10	14	18	21	25	28	32
\$82	2	5	7	10	14	18	21	25	28	32
\$83	2	5	7	10	14	18	22	25	28	32
\$84	2	5	7	10	14	18	22	25	29	32
\$85	2	5	7	10	14	18	22	25	29	32
\$86	2	5	7	10	14	18	22	25	29	32
\$87	2	5	7	10	14	18	22	26	29	33
\$88	2	5	7	10	14	18	22	26	29	33
\$89	2	5	7	10	14	18	22	26	29	33
\$90	2	5	7	10	14	18	22	26	29	33
\$91	2	5	7	11	14	18	22	26	30	33
\$92	2	5	7	11	14	18	22	26	30	33
\$93	2	5	7	11	14	18	22	26	30	33
\$94	2	5	7	11	14	18	22	26	30	33
\$95	2	5	7	11	14	19	22	26	30	34
\$96	2	5	7	11	14	19	22	26	30	34
\$97	2	5	7	11	14	19	23	27	30	34
\$98	2	5	7	11	14	19	23	27	30	34
\$99	2	5	7	11	14	19	23	27	30	34
\$100	2	5	7	11	15	19	23	27	30	34
\$101	3	5	7	11	15	19	23	27	31	34
\$102	3	5	7	11	15	19	23	27	31	35
\$103	3	5	7	11	15	19	23	27	31	35
\$104	3	5	7	11	15	19	23	27	31	35
\$105	3	5	7	11	15	19	23	27	31	35
\$106	3	5	7	11	15	19	23	27	31	35
\$107	3	5	7	11	15	20	24	28	31	35

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ORDER MINIMUMS FOR SPHEC PPT PRODUCT
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\$108	3	5	7	11	15	20	24	28	31	35
\$109	3	5	7	11	15	20	24	28	31	35
\$110	3	5	7	11	15	20	24	28	32	36
\$111	3	5	7	11	15	20	24	28	32	36
\$112	3	5	7	11	15	20	24	28	32	36
\$113	3	5	7	11	15	20	24	28	32	36
\$114	3	5	7	11	15	20	24	28	32	36
\$115	3	5	7	11	15	20	24	28	32	36
\$116	3	5	7	11	15	20	24	28	32	36
\$117	3	5	7	11	16	20	24	29	32	36
\$118	3	5	7	11	16	20	24	29	32	36
\$119	3	5	7	11	16	20	24	29	32	36
\$120	3	5	7	11	16	20	24	29	32	36
\$121	3	6	8	12	16	21	25	29	33	37
\$122	3	6	8	12	16	21	25	29	33	37
\$123	3	6	8	12	16	21	25	29	33	37
\$124	3	6	8	12	16	21	25	29	33	37
\$125	3	6	8	12	16	21	25	29	33	37
\$126	3	6	8	12	16	21	25	29	33	37
\$127	3	6	8	12	16	21	25	30	34	38
\$128	3	6	8	12	16	21	25	30	34	38
\$129	3	6	8	12	16	21	25	30	34	38
\$130	3	6	8	12	16	21	25	30	34	38
\$131	3	6	8	12	16	21	25	30	34	38
\$132	3	6	8	12	16	21	25	30	34	38
\$133	3	6	8	12	16	22	26	30	34	38
\$134	3	6	8	12	17	22	26	30	34	38
\$135	3	6	8	12	17	22	26	30	34	39
\$136	3	6	8	12	17	22	26	30	34	39
\$137	3	6	8	12	17	22	26	30	34	39
\$138	3	6	8	12	17	22	26	31	35	39
\$139	3	6	8	12	17	22	26	31	35	39
\$140	3	6	8	12	17	22	26	31	35	39
\$141	3	6	8	13	17	22	26	31	35	39
\$142	3	6	8	13	17	22	27	31	35	40
\$143	3	6	8	13	17	23	27	31	35	40
\$144	3	6	8	13	17	23	27	31	35	40
\$145	3	6	8	13	17	23	27	31	36	40
\$146	3	6	8	13	17	23	27	32	36	40
\$147	3	6	8	13	18	23	27	32	36	40
\$148	3	6	8	13	18	23	27	32	36	41
\$149	3	6	8	13	18	23	27	32	36	41
\$150	3	6	8	13	18	23	27	32	36	41
\$151	3	6	9	13	18	23	27	32	36	41
\$152	3	6	9	13	18	23	27	32	36	41
\$153	3	6	9	13	18	23	27	32	36	41
\$154	3	6	9	13	18	23	27	32	36	41
\$155	3	6	9	13	18	23	27	32	36	41
\$156	3	6	9	13	18	23	27	32	36	41
\$157	3	6	9	13	18	23	27	32	36	41
\$158	3	6	9	13	18	23	27	32	36	41
\$159	3	6	9	13	18	23	27	32	36	41
\$160	3	6	9	13	18	23	27	32	36	41
\$161	3	6	9	13	18	23	27	32	36	41

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\$162	3	6	9	13	18	23	27	32	36	41
\$163	3	6	9	13	18	23	27	32	36	41
\$164	3	6	9	13	18	23	27	32	36	41
\$165	3	6	9	13	18	23	27	32	36	41
\$166	3	6	9	13	18	23	27	32	36	41
\$167	3	6	9	13	18	23	27	32	36	41
\$168	3	6	9	13	18	23	27	32	36	41
\$169	3	6	9	13	18	23	27	32	36	41
\$170	3	6	9	13	18	23	27	32	36	41
\$171	3	6	9	13	18	23	27	32	36	41
\$172	3	6	9	13	18	23	27	32	36	41
\$173	3	6	9	13	18	23	27	32	36	41
\$174	3	6	9	13	18	23	27	32	36	41
\$175	3	6	9	13	18	23	27	32	36	41
\$176	3	6	9	13	18	23	27	32	36	41
\$177	3	6	9	13	18	23	27	32	36	41
\$178	3	6	9	13	18	23	27	32	36	41
\$179	3	6	9	13	18	23	27	32	36	41
\$180	3	6	9	13	18	23	27	32	36	41
\$181	3	6	9	13	18	23	27	32	36	41
\$182	3	6	9	13	18	23	27	32	36	41
\$183	3	6	9	13	18	23	27	32	36	41
\$184	3	6	9	13	18	23	27	32	36	41
\$185	3	6	9	13	18	23	27	32	36	41
\$186	3	6	9	13	18	23	27	32	36	41
\$187	3	6	9	13	18	23	27	32	36	41
\$188	3	6	9	13	18	23	27	32	36	41
\$189	3	6	9	13	18	23	27	32	36	41
\$190	3	6	9	13	18	23	27	32	36	41
\$191	3	6	9	13	18	23	27	32	36	41
\$192	3	6	9	13	18	23	27	32	36	41
\$193	3	6	9	13	18	23	27	32	36	41
\$194	3	6	9	13	18	23	27	32	36	41
\$195	3	6	9	13	18	23	27	32	36	41
\$196	3	6	9	13	18	23	27	32	36	41
\$197	3	6	9	13	18	23	27	32	36	41
\$198	3	6	9	13	18	23	27	32	36	41
\$199	3	6	9	13	18	23	27	32	36	41
200+	3	6	9	13	18	23	27	32	36	41