



## 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<sup>®</sup>" or the "PPT<sup>®</sup> System"). Retailer currently participates in Rentrak's PPT<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> Agreement, all of the titles of Cassettes made available to Rentrak under PPT<sup>®</sup> by each of Metro-Goldwyn Mayer, Inc. and MGM Home Entertainment (collectively, "MGM").

## 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<sup>®</sup> Agreement. This Addendum shall be attached to, and deemed incorporated by reference into, the Current PPT<sup>®</sup> 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<sup>®</sup> Agreement, this Addendum shall supercede and control any such provision in the Current PPT<sup>®</sup> Agreement to the extent of such direct conflict or inconsistency. Unless otherwise specifically modified herein, all terms and conditions contained in the Current PPT<sup>®</sup> Agreement shall be given full force and effect and shall apply to all Cassettes ordered hereunder.

2. **Definitions; Incorporation of Recitals.** Any capitalized term used herein that is not otherwise defined herein shall have the meaning set forth in the Current PPT<sup>®</sup> Agreement. The Recitals set forth above are incorporated herein by reference and made a legally binding part of this Agreement.

3. **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 4.1 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.

4. **Output Titles.**

4.1. **Output Obligation.** During the term of this Addendum, Retailer shall order exclusively from Rentrak through the PPT<sup>®</sup> 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 MGM and available under PPT<sup>®</sup> (the "Output Titles") and Retailer shall not order or otherwise obtain Cassettes of an Output Title from any other source. Children/animated titles with a running time less than 70 minutes in length shall be excluded from the definition of Output Title. 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.

4.2. **Amendment of Ordering Matrix.** MGM 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. MGM and/or Rentrak shall, in the event MGM 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.

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

4.3.1. After being authorized by MGM to begin accepting orders for such Output Title through the PPT<sup>®</sup> 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 4.1. Rentrak will thereafter notify Retailer, either electronically (via the PPT<sup>®</sup> 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<sup>®</sup> 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 4.

4.3.2. 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<sup>®</sup> Agreement, including without limitation, submitting such order to Rentrak prior to the Prebook Date established by MGM with respect to such Output Title. The term "Prebook Date" means the date designated by MGM 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 COD basis at \$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<sup>®</sup> 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<sup>®</sup> 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 4.4 shall be available for any breach by Retailer of Section 4.1.

4.4. **Liquidated Damages.** Rentrak and Retailer acknowledge and agree that, in the event Retailer breaches the minimum ordering obligations set forth in Section 4.1 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 4.1 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 \$25 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 4.1. The payment of this amount is intended to constitute full, agreed, and liquidated damages to Rentrak only for a breach of Section 4.1 by Retailer, and is not intended as a penalty.

5. **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:

5.1. Retailer shall pay Rentrak an order processing fee of \$0.00 per Cassette.

5.2. Retailer shall pay Rentrak a transaction fee equal to the greater of (i) thirty-nine percent (39%) of all rental revenue generated on all rental transactions involving Cassettes of Output Titles, or (ii) \$1.15 on each rental transaction (including zero dollar rentals) involving Cassettes of Output Titles.

5.3. Retailer shall have no right to sell, and shall not sell, (i) any VHS Cassettes of an Output Title prior to the 28<sup>th</sup> day after the title's street date; and (ii) any DVD's of an Output Title prior to the 28<sup>th</sup> day after the title's street date. For each VHS Cassette of an Output Title reported sold or discovered lost, stolen or missing from Retailer's store inventory during the first twenty-seven (27) days after the title's street date, Retailer shall pay Rentrak a fee of \$35.00 on each Output Title with a wholesale cost greater than \$30.00; \$25.00 on each Output Title with a wholesale cost between \$20.00 and \$30.00; or \$16.00 on each Output Title with a wholesale cost below \$20.00. Retailer shall pay Rentrak a fee of \$22.00 for each DVD reported sold or discovered lost, stolen or missing from Retailer's store inventory during the first twenty-seven (27) 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.

5.4. Retailer may sell previously viewed Cassettes as provided in this paragraph 5.4.

5.4.1 Commencing on the twenty-eighth (28<sup>th</sup>) day after an Output Title's street date and continuing until the expiration of the title's lease term, Retailer may sell VHS Cassettes of such title. Commencing on the twenty-eighth (28<sup>th</sup>) day after an Output Title's street date and continuing until the expiration of the title's lease term, Retailer may sell DVD's of such title.

5.4.2 Notwithstanding paragraph 5.4.1, 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.

5.4.3 Retailer shall pay Rentrak a sell through fee for each Cassette sold pursuant to this paragraph 5.4. With respect to VHS Cassettes the sell through fee shall be the greater of \$2.00 or thirty-nine percent (39%) of sales revenue per VHS Cassette. With respect to DVD's the sell through fee shall be the greater of \$3.00 or thirty-nine percent (39%) of sales revenue per DVD.

5.4.4 DVD's reported or discovered lost, stolen or missing beginning the twenty-eighth (28<sup>th</sup>) day after street date shall be treated as sold and a \$3.00 sell-through fee shall be paid. VHS Cassettes reported or discovered lost, stolen or missing beginning the twenty-eighth (28<sup>th</sup>) day after street date shall be treated as sold and a \$2.00 sell-through fee shall be paid. Such fees shall be in addition to all other fees provided for under the current PPT Agreement.

5.5. At the end of an Output Title's lease term, Retailer shall pay Rentrak an end of term buyout fee equal to \$1.50 for each Cassette of an Output Title not sold prior to the end of lease term or returned to Rentrak within 15 days of the end of lease term, which fee shall be in addition to all other fees provided for under the current PPT Agreement.

6. **Lease Term of Output Titles.** Notwithstanding anything to the contrary in the Current PPT<sup>®</sup> Agreement, the lease term for Cassettes of each Output Title shall be 26 weeks.

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. Subject to the foregoing sentence, the termination of this Addendum, whether through the passage of time or otherwise, shall not terminate the Current PPT<sup>®</sup> 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  
VHS ORDERING MATRIX  
ORDER MINIMUMS FOR MGM 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	2	2	2	2	3	3	3	3	3	3
1	2	2	2	3	3	3	3	3	4	4
2	2	2	3	3	3	3	4	4	5	5
3	2	3	3	3	3	4	5	5	6	6
4	3	3	3	3	4	5	5	6	7	7
5	3	3	3	3	4	5	6	7	8	9
6	3	3	3	4	5	6	7	8	9	10
7	3	3	3	4	5	7	8	9	10	11
8	3	3	4	5	6	8	9	9	11	12
9	3	3	4	5	6	8	10	10	12	13
10	3	4	5	6	7	9	11	11	13	14
11	3	4	5	6	7	10	11	12	14	15
12	3	4	5	7	8	10	12	13	16	17
13	3	4	5	7	8	11	13	13	16	17
14	3	5	6	7	9	11	13	14	17	18
15	3	5	6	8	9	12	14	15	18	19
16	3	5	6	8	10	13	15	16	19	20
17	3	5	7	8	10	13	16	17	20	21
18	3	6	7	9	11	14	16	17	21	22
19	3	6	7	9	11	14	17	18	21	23
20	4	6	8	10	12	15	18	19	23	24
21	4	6	8	10	12	15	18	19	23	25
22	4	6	8	10	12	16	19	20	24	26
23	4	7	9	11	13	17	20	21	25	27
24	4	7	9	11	13	17	20	22	26	27
25	4	7	9	11	13	18	21	22	26	28
26	4	7	9	12	14	18	21	23	27	29
27	4	7	10	12	14	19	22	23	28	30
28	5	8	10	12	15	19	22	24	28	30
29	5	8	10	13	15	20	23	25	29	31
30	5	8	10	13	15	20	24	25	30	32
31	5	8	10	13	16	20	24	26	31	33
32	5	9	11	14	16	21	25	26	32	34
33	5	9	11	14	16	22	25	27	32	34
34	5	9	11	14	17	22	26	27	33	35
35	5	9	12	14	17	23	26	28	34	36
36	6	9	12	15	18	23	27	29	34	37
37	6	9	12	15	18	23	27	29	35	37
38	6	10	12	15	18	24	28	30	35	38
39	6	10	12	15	18	24	28	30	36	38
40	6	10	12	16	19	24	29	31	36	39
41	6	10	13	16	19	25	29	31	37	40
42	6	10	13	16	19	25	30	32	38	41
43	6	10	13	16	20	26	30	32	39	41
44	6	11	13	17	20	26	31	33	39	42
45	6	11	14	17	20	27	31	33	40	42
46	6	11	14	17	21	27	32	34	40	43
47	7	11	14	17	21	27	32	34	41	44
48	7	11	14	18	21	28	32	35	41	44
49	7	11	14	18	21	28	33	35	42	45
50	7	11	14	18	22	28	33	35	42	45
51	7	11	15	18	22	29	33	36	43	46
52	7	12	15	18	22	29	34	36	43	46
53	7	12	15	18	22	29	34	36	43	46
54	7	12	15	19	22	29	34	36	43	46

\* Retailer's Average monthly rental revenue per location.

Initials \_\_\_\_\_

**EXHIBIT A TO OUTPUT ADDENDUM  
VHS ORDERING MATRIX  
ORDER MINIMUMS FOR MGM 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)
55	7	12	15	19	23	30	35	37	44	47
56	7	12	15	19	23	30	35	37	44	48
57	7	12	15	19	23	30	35	38	45	48
58	7	12	16	19	23	31	36	38	46	49
59	7	12	16	20	24	31	36	38	46	49
60	7	12	16	20	24	31	36	39	46	49
61	7	13	16	20	24	31	37	39	47	50
62	8	13	16	20	24	32	37	39	47	50
63	8	13	16	20	24	32	37	40	47	51
64	8	13	16	20	24	32	37	40	48	51
65	8	13	16	21	25	32	38	40	48	52
66	8	13	17	21	25	33	38	41	49	52
67	8	13	17	21	25	33	38	41	49	52
68	8	13	17	21	25	33	39	41	49	53
69	8	13	17	21	25	33	39	42	50	53
70	8	13	17	21	26	33	39	42	50	53
71	8	13	17	21	26	34	39	42	50	54
72	8	14	17	22	26	34	39	42	50	54
73	8	14	17	22	26	34	40	42	51	54
74	8	14	17	22	26	34	40	43	51	54
75	8	14	18	22	26	35	40	43	52	55
76	8	14	18	22	27	35	41	44	52	56
77	8	14	18	22	27	35	41	44	52	56
78	8	14	18	22	27	35	41	44	53	56
79	8	14	18	23	27	35	41	44	53	56
80	9	14	18	23	27	36	42	44	53	57
81	9	14	18	23	27	36	42	45	53	57
82	9	14	18	23	27	36	42	45	54	57
83	9	15	18	23	28	36	42	45	54	58
84	9	15	18	23	28	36	42	45	54	58
85	9	15	19	23	28	36	43	46	54	58
86	9	15	19	23	28	37	43	46	55	58
87	9	15	19	23	28	37	43	46	55	59
88	9	15	19	24	28	37	43	46	55	59
89	9	15	19	24	28	37	44	46	56	59
90	9	15	19	24	29	37	44	47	56	60
91	9	15	19	24	29	38	44	47	56	60
92	9	15	19	24	29	38	44	47	56	60
93	9	15	19	24	29	38	44	47	56	60
94	9	15	19	24	29	38	44	47	56	60
95	9	15	19	24	29	38	44	47	57	60
96	9	15	19	24	29	38	45	48	57	61
97	9	15	19	24	29	38	45	48	57	61
98	9	15	20	24	29	38	45	48	57	61
99	9	16	20	25	30	39	45	48	58	62
100	9	16	20	25	30	39	45	48	58	62
101	9	16	20	25	30	39	46	49	58	62
102	9	16	20	25	30	39	46	49	58	62
103	9	16	20	25	30	39	46	49	59	63
104	9	16	20	25	30	39	46	49	58	62
105	9	16	20	25	30	39	46	49	59	63
106	9	16	20	25	30	40	46	49	59	63
107	10	16	20	25	30	40	46	50	59	63
108	10	16	20	25	30	40	47	50	59	64
109	10	16	20	26	31	40	47	50	60	64

\* Retailer's Average monthly rental revenue per location.

Initials \_\_\_\_\_

**EXHIBIT A TO OUTPUT ADDENDUM  
VHS ORDERING MATRIX  
ORDER MINIMUMS FOR MGM 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)
110	10	16	20	26	31	40	47	50	60	64
111	10	16	21	26	31	40	47	51	60	64
112	10	16	21	26	31	41	47	51	61	65
113	10	16	21	26	31	41	48	51	61	65
114	10	16	21	26	31	41	47	51	61	65
115	10	16	21	26	31	41	48	51	61	65
116	10	16	21	26	31	41	48	51	61	65
117	10	17	21	26	31	41	48	51	61	66
118	10	17	21	26	32	41	48	52	62	66
119	10	17	21	26	32	41	48	52	62	66
120	10	17	21	26	32	41	48	52	62	66
121	10	17	21	26	32	42	49	52	62	66
122	10	17	21	27	32	42	49	52	62	66
123	10	17	21	27	32	42	49	52	62	67
124	10	17	21	27	32	42	49	52	63	67
125	10	17	21	27	32	42	49	53	63	67
126	10	17	22	27	32	42	50	53	63	68
127	10	17	22	27	33	43	50	53	64	68
128	10	17	22	27	33	43	50	53	64	68
129	10	17	22	27	33	43	50	53	64	68
130	10	17	22	27	33	43	50	53	64	68
131	10	17	22	27	33	43	50	54	64	68
132	10	17	22	27	33	43	50	54	64	69
133	10	17	22	28	33	43	51	54	65	69
134	10	17	22	28	33	43	51	54	65	69
135	10	18	22	28	33	44	51	55	65	70
136	10	18	22	28	33	44	51	55	65	70
137	11	18	22	28	34	44	52	55	66	70
138	11	18	22	28	34	44	52	55	66	70
139	11	18	23	28	34	44	52	55	66	71
140	11	18	23	28	34	45	52	56	66	71
141	11	18	23	29	34	45	52	56	67	71
142	11	18	23	29	34	45	53	56	67	72
143	11	18	23	29	34	45	53	56	67	72
144	11	18	23	29	35	45	53	57	68	72
145	11	18	23	29	35	45	53	57	68	72
146	11	18	23	29	35	46	53	57	68	73
147	11	18	23	29	35	46	54	57	68	73
148	11	18	23	29	35	46	54	57	69	73
149	11	19	23	29	35	46	54	58	69	74
150	11	19	24	30	35	46	54	58	69	74

\* Retailer's Average monthly rental revenue per location.

**EXHIBIT A TO OUTPUT ADDENDUM  
DVD ORDERING MATRIX  
ORDER MINIMUMS FOR MGM 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	2	3	3	3	4	5	5	5	5	5
1	3	3	3	4	5	5	5	5	6	6
2	3	3	4	4	5	5	6	6	7	8
3	3	4	4	4	5	6	7	7	9	9
4	4	4	4	4	5	7	8	9	10	11
5	4	4	4	4	6	8	9	10	12	13
6	4	4	4	5	7	9	11	11	14	15
7	4	4	4	5	8	10	12	13	15	16
8	4	4	5	6	9	11	13	14	17	18
9	4	4	5	7	9	12	14	15	18	20
10	4	5	6	7	10	13	16	17	20	21
11	4	5	6	8	11	15	17	18	22	23
12	4	5	7	8	12	16	18	20	23	25
13	4	5	7	9	12	16	19	20	24	26
14	4	6	7	9	13	17	20	22	26	27
15	4	6	8	10	14	18	21	23	27	29
16	4	6	8	10	14	19	22	24	28	30
17	4	7	8	11	15	20	23	25	30	32
18	4	7	9	11	16	21	25	26	31	33
19	4	7	9	11	16	22	25	27	32	34
20	5	8	10	12	17	23	26	28	34	36
21	5	8	10	12	18	23	27	29	35	37
22	5	8	10	13	19	24	28	30	36	39
23	5	8	11	13	19	25	30	32	38	40
24	5	9	11	14	20	26	30	32	39	41
25	5	9	11	14	20	26	31	33	39	42
26	5	9	12	15	21	27	32	34	41	44
27	6	9	12	15	21	28	33	35	42	45
28	6	10	12	15	22	29	33	36	43	46
29	6	10	13	16	23	30	35	37	44	47
30	6	10	13	16	23	30	35	38	45	48
31	6	10	13	16	23	31	36	38	46	49
32	6	11	13	17	24	32	37	40	47	51
33	6	11	14	17	25	32	38	40	48	52
34	7	11	14	17	25	33	38	41	49	52
35	7	11	14	18	26	34	40	42	51	54
36	7	12	15	18	26	34	40	43	51	55
37	7	12	15	19	27	35	41	44	52	56
38	7	12	15	19	27	36	42	44	53	57
39	7	12	15	19	28	36	42	45	54	58
40	7	12	16	19	28	37	43	46	55	58
41	7	12	16	20	28	37	43	46	55	59
42	8	13	16	20	29	38	45	48	57	61
43	8	13	16	21	30	39	45	48	58	62
44	8	13	17	21	30	39	46	49	59	63
45	8	13	17	21	30	40	47	50	59	64
46	8	14	17	21	31	40	47	50	60	64
47	8	14	17	22	31	41	48	51	61	65
48	8	14	18	22	32	41	49	52	62	66
49	8	14	18	22	32	42	49	52	63	67
50	8	14	18	23	33	43	50	53	63	68
51	9	14	18	23	33	43	50	54	64	68
52	9	14	18	23	33	43	50	54	64	69
53	9	15	18	23	33	43	51	54	65	69
54	9	15	18	23	33	44	51	54	65	70

\* Retailer's Average monthly rental revenue per location.

Initials \_\_\_\_\_

**EXHIBIT A TO OUTPUT ADDENDUM  
DVD ORDERING MATRIX  
ORDER MINIMUMS FOR MGM 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)
55	9	15	19	24	34	44	52	55	66	71
56	9	15	19	24	34	45	52	56	67	71
57	9	15	19	24	35	45	53	57	68	72
58	9	15	19	24	35	46	54	57	68	73
59	9	15	20	24	35	46	54	58	69	74
60	9	15	20	25	35	46	54	58	69	74
61	9	16	20	25	36	47	55	59	70	75
62	9	16	20	25	36	47	55	59	71	76
63	10	16	20	25	36	48	56	60	71	76
64	10	16	20	25	37	48	56	60	72	76
65	10	16	21	26	37	49	57	61	72	77
66	10	16	21	26	37	49	57	61	73	78
67	10	17	21	26	38	49	58	62	74	79
68	10	17	21	26	38	50	58	62	74	79
69	10	17	21	26	38	50	58	62	74	80
70	10	17	21	27	38	50	59	63	75	80
71	10	17	21	27	39	50	59	63	75	80
72	10	17	21	27	39	51	59	63	76	81
73	10	17	22	27	39	51	60	64	76	81
74	10	17	22	27	39	51	60	64	76	82
75	10	17	22	28	40	52	61	65	77	83
76	10	17	22	28	40	52	61	65	78	83
77	10	18	22	28	40	53	62	66	78	84
78	11	18	22	28	40	53	62	66	79	84
79	11	18	23	28	41	53	62	66	79	85
80	11	18	23	28	41	53	62	67	80	85
81	11	18	23	29	41	54	63	67	80	86
82	11	18	23	29	41	54	63	67	80	86
83	11	18	23	29	41	54	63	68	81	86
84	11	18	23	29	42	54	64	68	81	87
85	11	18	23	29	42	55	64	68	82	87
86	11	18	23	29	42	55	64	69	82	88
87	11	18	23	29	42	55	65	69	82	88
88	11	19	24	29	42	55	65	69	83	88
89	11	19	24	30	43	56	65	70	83	89
90	11	19	24	30	43	56	66	70	84	89
91	11	19	24	30	43	56	66	70	84	90
92	11	19	24	30	43	57	66	71	84	90
93	11	19	24	30	43	57	66	71	85	90
94	11	19	24	30	43	57	66	71	84	90
95	11	19	24	30	43	57	67	71	85	91
96	11	19	24	30	44	57	67	71	85	91
97	11	19	24	31	44	57	67	72	86	92
98	11	19	24	31	44	58	67	72	86	92
99	12	19	25	31	44	58	68	72	86	92
100	12	19	25	31	44	58	68	73	87	93
101	12	20	25	31	45	58	68	73	87	93
102	12	20	25	31	45	59	69	73	88	94
103	12	20	25	31	45	59	69	73	88	94
104	12	20	25	31	45	59	69	73	88	94
105	12	20	25	31	45	59	69	74	88	94
106	12	20	25	31	45	59	69	74	88	94
107	12	20	25	32	46	60	70	74	89	95
108	12	20	25	32	46	60	70	75	89	95
109	12	20	25	32	46	60	70	75	90	96

\* Retailer's Average monthly rental revenue per location.

Initials \_\_\_\_\_

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DVD ORDERING MATRIX  
ORDER MINIMUMS FOR MGM PPT PRODUCT  
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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)
110	12	20	26	32	46	60	71	75	90	96
111	12	20	26	32	46	61	71	76	90	97
112	12	20	26	32	47	61	71	76	91	97
113	12	20	26	32	47	61	71	76	91	97
114	12	20	26	32	47	61	71	76	91	97
115	12	20	26	33	47	61	72	76	91	98
116	12	21	26	33	47	61	72	77	92	98
117	12	21	26	33	47	62	72	77	92	98
118	12	21	26	33	47	62	72	77	92	99
119	12	21	26	33	47	62	73	78	93	99
120	12	21	26	33	47	62	72	77	92	99
121	12	21	26	33	48	62	73	78	93	99
122	12	21	26	33	48	62	73	78	93	100
123	13	21	27	33	48	63	73	78	94	100
124	13	21	27	33	48	63	74	79	94	100
125	13	21	27	34	48	63	74	79	95	101
126	13	21	27	34	49	64	74	79	95	101
127	13	21	27	34	49	64	75	80	95	102
128	13	21	27	34	49	64	75	80	96	102
129	13	21	27	34	49	64	75	80	96	102
130	13	21	27	34	49	64	75	80	96	102
131	13	22	27	34	49	64	75	80	96	103
132	13	22	27	34	49	65	76	81	96	103
133	13	22	28	35	50	65	76	81	97	104
134	13	22	28	35	50	65	76	81	97	104
135	13	22	28	35	50	65	77	82	98	104
136	13	22	28	35	50	66	77	82	98	105
137	13	22	28	35	50	66	77	82	99	105
138	13	22	28	35	51	66	78	83	99	106
139	13	22	28	35	51	67	78	83	99	106
140	13	22	28	35	51	67	78	83	100	107
141	13	22	28	36	51	67	79	84	100	107
142	13	23	29	36	51	67	79	84	100	107
143	13	23	29	36	52	68	79	85	101	108
144	14	23	29	36	52	68	79	85	101	108
145	14	23	29	36	52	68	80	85	102	109
146	14	23	29	36	52	68	80	85	102	109
147	14	23	29	37	53	69	80	86	103	110
148	14	23	29	37	53	69	81	86	103	110
149	14	23	29	37	53	69	81	87	103	110
150	14	23	29	37	53	69	81	87	104	111

\* Retailer's Average monthly rental revenue per location.