

## ADDENDUM

THIS ADDENDUM (the "Addendum") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 DVD, videocassette and other media from a variety of distributors for rental and sale to the public. "DVD's" shall mean pre-recorded digital video discs. "Units" shall mean DVD's released to the home video market.

B. Rentrak distributes pre-recorded video programming on videocassettes, DVD and other media to video retailers pursuant to a lease arrangement known as Pay Per Transaction ("PPT<sup>®</sup>" or the "PPT<sup>®</sup> System").

C. 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").

D. 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, Units of all Output Titles (as defined herein) made available to Rentrak under PPT<sup>®</sup> by Twentieth Century Fox Home Entertainment, Inc. ("Fox").

## AGREEMENT

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

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

**2. 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 Units ordered hereunder. It is the intention of the parties that Fox shall be a third party beneficiary of the promises of Retailer under this Addendum, and as such shall be entitled to enforce such promises in its own name and on its own behalf.

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

**3.1** “MDF” shall mean marketing development funds.

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

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

**3.4** “Output Location” means each free-standing retail video store, and store-within-a-store, owned, operated or managed by Retailer within the United States and its territories and possessions. Retailer shall have no right to lease, sell or otherwise distribute, and shall not lease, sell or otherwise distribute, any Units of Output Titles through vending machines, kiosks, on-line sales or other alternative distribution channels, and the term “Output Location” shall expressly exclude vending machines, kiosks, on-line sales or other alternative distribution channels.

**3.5** “Output Titles” means all non-catalog new releases of motion pictures for which Fox owns or controls home video distribution rights (subject to any and all approvals required by any third party) in the United States, and are made available under the PPT<sup>®</sup> System. The following shall be specifically excluded from Output Titles: product controlled by third parties who do not approve of the terms hereof and Units of sports events, concert footage, stage plays, documentaries, video or theatrical re-releases, library titles, episodic television shows, and children’s/animated films less than seventy (70) minutes in length.

**3.6** “Prebook Date” means the date designated by Fox as the last day that Rentrak is authorized to accept orders for an Output Title.

**3.7** “Street Date” means the date designated by the studio as the date Units 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 (the “Effective Date”) and shall continue in effect for a term commencing as of the Effective Date and expiring on the first anniversary of the Street Date of the first Output Title ordered by Retailer hereunder, unless sooner terminated in accordance with the provisions hereof.

## **5. Output Titles.**

**5.1. Output Obligation.** During the term of this Addendum, Retailer shall order 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 Units of all Output Titles, and Retailer shall not order or otherwise obtain Units 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 Units of each Output Title for each Output Location, which minimum quantity shall be determined in accordance with the Ordering Matrix attached hereto as Exhibit A (the “Ordering Matrix”).

**5.2. Amendment of Ordering Matrix.** Fox 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 6 hereof at

any time and from time to time. Fox and/or Rentrak shall, in the event Fox 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 increased 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 increased Output Fees, as applicable. If Retailer sends Rentrak written notice of termination during such ten-day period, the modified or amended Ordering Matrix or increased 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 Fox 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 Units of such Output Title, as determined in accordance with Section 5.1. 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 Units of such Output Title. Retailer shall accept delivery of all Units 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 Units of such Output Title, Retailer shall submit its order for such additional Units 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 Fox with respect to such Output Title. Rentrak shall have no obligation to accept any additional order for Units 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 Units to Retailer or, at Rentrak's sole discretion, ship Units on a prepaid basis at \$18.00 per Unit 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 Units 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. Damages specified in Section 5.4 shall be available for any breach by Retailer of Section 5.1.

**5.4 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 \$18.00 times the number of Units 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, 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 Units of Output Titles (collectively, the “Output Fees”) and comply with the following:

**6.1 Order Processing Fee.** Retailer shall pay Rentrak an order processing fee of \$1.25 per Unit.

**6.2 Transaction Fees.** 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 Units of Output Titles (including extended viewing fees or late fees), or (ii) \$1.25 on each rental transaction (including zero dollar rentals) involving Units of Output Titles. Extended viewing fees or late fees are billed at the minimum percentage, and are not considered a separate rental transaction.

**6.3 Sell-Through Fees.** Retailer shall pay Rentrak the following sell-through fees on all sales of Units of Output Titles, which sales shall be subject to the sell-through and rental restrictions set forth in Section 7 below:

**6.3.1** Retailer shall pay Rentrak a sell-through fee on all Units equal to the greater of (i) thirty-nine percent (39%) of all sell-through revenue generated on all sell-through transactions involving Units of such Output Title, or (ii) \$3.35 on each sell-through transaction involving Units of such Output Title.

**6.4 Buy-Out Fees.** 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 Unit of a Output Title not sold prior to the end of the lease term or returned to Rentrak within 15 days of the end of the lease term, which fee shall be in addition to all other fees provided for under the current PPT Agreement. Retailer shall have no obligation to return any specific percentage of Units of an Output Title at the end of such Output Title’s lease term, as Rentrak agrees that Retailer may pay Rentrak the applicable buy-out fee and buy 100% of such Units.

**6.5 Other Fees.** Retailer shall have no right to sell, and shall not sell, any Units of an Output Title prior to the thirtieth (30<sup>th</sup>) day from the title’s street date. For each Unit of an Output Title reported sold or discovered lost, stolen or missing from Retailer’s store inventory during the first twenty-nine (29) days from the title’s street date, retailer shall pay Rentrak a fee of \$20.00. 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 Unit, and all audit fees billed by Rentrak.

**7. Sell-Through and Rental Restrictions.** Retailer agrees to strictly comply with the following sell-through and rental restrictions, which restrictions shall supersede and control any other provision herein to the contrary:

**7.1** Retailer shall have no right to sell, and shall not sell, any Units of an Output Title prior to the thirty first 31<sup>st</sup> day from the Street Date of such Output Title.

**7.2** Commencing on the thirtieth (30<sup>th</sup>) day from the Street Date of an Output Title until the expiration of the Output Title's lease term, Retailer may sell Units of such Output Title, **provided, however,** Retailer agrees to retain, and shall retain, a minimum of One Unit of each Output Title in Retailer's store inventory available for rental throughout the lease term of each such Output Title.

**7.3** Retailer may only sell Units of Output Titles to consumers, and all such sales must be made in Output Locations, whether such sales occur during or after the lease term of the Unit. Without limiting the generality of the foregoing, Retailer shall have no right to sell any Units of Output Titles to used tape brokers or on the internet, whether during or after the lease term of the Unit.

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

**9. 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 Units 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 shall remain in full force and effect in accordance with its terms and shall govern Retailer's obligations with respect to all Units, including but not limited to, Units of Output Titles ordered by Retailer after the date of termination.

**10. MDF Allowance.** Retailer agrees to consult with both Rentrak and Fox, in a meaningful manner, with respect to all of Retailer's plans for marketing the Output Titles ordered hereunder. Subject to the terms and conditions set forth in this Section 10, Retailer shall be entitled to receive, during the term of this Addendum, a MDF allowance for each Output Title ordered hereunder, which MDF allowance shall be equal to \$0.50 per Unit for each Output Title ordered hereunder. The MDF allowance shall be subject to, and contingent upon, (i) Fox making such MDF allowance available to Retailer, and (ii) Retailer fully satisfying, and complying with, Rentrak's and Fox's then current MDF policies and parameters, including but not limited to, providing proof that Retailer spent the amount of the MDF allowance, with respect to each Output Title, on advertising that particular Output Title. Fox's determination as to whether the MDF allowance is available to Retailer shall be final and binding and Rentrak shall have no obligation to provide any MDF allowance in any case where Fox has rejected Retailer's claim for such MDF allowance. Rentrak makes no representation, warranty or assurance as to the availability of any MDF allowance. Rentrak's obligation to provide an MDF allowance to Retailer under this Section 10 shall automatically terminate in the event Retailer breaches the Current PPT<sup>®</sup> Agreement or this Addendum. The MDF allowance, once approved by Fox, shall be applied by Rentrak in the form of a credit on current invoices submitted by Rentrak to Retailer; provided, however, no such credit shall be applied and/or available unless Retailer is current and in good standing on all accounts payable owing to Rentrak and has paid any and all other fees due and owing Rentrak in full. The credit applied for the MDF allowance is not the equivalent of cash and Rentrak shall, under no circumstances, have any obligation to redeem such credit for cash.

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RETAILER:**

\_\_\_\_\_  
(Print Name of Business/Corporation)

By/Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Rentrak Account No.(s): \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A to Output Addendum  
DVD Ordering Matrix  
Order Minimums for FOX**

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	3	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

**Exhibit A to Output Addendum  
DVD Ordering Matrix  
Order Minimums for FOX**

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

**Exhibit A to Output Addendum  
DVD Ordering Matrix  
Order Minimums for FOX**

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	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

**Exhibit A to Output Addendum  
DVD Ordering Matrix  
Order Minimums for FOX**

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