

## 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, 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 (excludes Blu-ray and any derivatives of the current standard format).

B. Rentrak distributes pre-recorded video programming on 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 Rental Pictures (as defined herein) made available to Rentrak under PPT<sup>®</sup> by Warner Home Video, a division of Warner Bros Entertainment Inc. ("WHV"), including titles distributed by WHV from 3<sup>rd</sup> party labels.

## 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 WHV 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 “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 7.

**3.3 “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.

**3.4 “Rental Pictures”** means (i) DVD: Each and every non-catalog new release with a wholesale cost of no less than \$11.75 on DVD of a motion picture for which WHV owns or controls home video distribution rights (specifically excluding Blu-ray and any next generation formats), of not fewer than seventy (70) minutes in length, (ii) Exclusions: The following shall be specifically excluded from Rental Pictures: DVDs of sports events, concert footage, stage plays, documentaries, video or theatrical re-releases, library titles, or episodic television shows. WHV reserves its right, prospectively to withdraw any Rental Picture or distributed line from the terms hereof. If WHV does not make a Rental Picture available to Rentrak for lease to Retailer, Rentrak will be under no obligation to provide Rental Picture to Retailer under the terms of this agreement.

**3.5 “Rental Lease Term of Rental Pictures”** means, notwithstanding anything expressed or implied to the contrary in the Current PPT<sup>®</sup> Agreement, the Rental Lease Term for Units of each Rental Picture shall be 26 weeks for Transaction Fees.

**3.6 “Sell-Through Lease Term of Rental Pictures”** means, notwithstanding anything expressed or implied to the contrary in the Current PPT<sup>®</sup> Agreement, the Sell-Through Lease Term for Units of each Rental Picture shall be 52 weeks for Sell-Through Fees.

**3.7 “Type A Rental Picture”** means Rental Pictures with a Domestic Box Office greater than or equal to \$20,000,000.

**3.8 “Type B Rental Picture”** means Rental Pictures with a Domestic Box Office less than \$20,000,000, including direct to video non-theatrical releases.

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

**3.10 “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 and shall continue in effect for an initial term (the “Initial Term”) of 3-months (“Quarter”), unless sooner terminated in accordance with the provisions hereof. Upon expiration of the Initial Term, and each subsequent Quarter period thereafter, this Addendum shall be automatically renewed for an additional Quarter term, unless either party gives written notice of termination to the other at least thirty (30) days prior to expiration of the Initial Term, or any subsequent Quarter term thereafter.

## 5. Rental Pictures.

**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 Rental Pictures, and Retailer shall not order or otherwise obtain Units of a Rental Picture 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 by format of each Rental Picture, which minimum shall be determined in accordance with the Ordering Matrix attached hereto as Exhibit A (the "Ordering Matrix").

**5.2. Amendment of Ordering Matrix.** WHV 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 7 hereof at any time and from time to time. WHV and/or Rentrak shall, in the event WHV 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 Rental Picture shall be as follows:

**5.3.1** After being authorized by WHV to begin accepting orders for such Rental Picture 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 Rental Picture, 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 Rental Picture. Retailer shall accept delivery of all Units of such Rental Picture that Rentrak orders on Retailer's behalf pursuant to this Section 5.

**5.3.2** If Retailer desires to obtain additional Units of such Rental Picture, 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 WHV with respect to such Rental Picture. 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 pre-paid basis at \$25.00 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. 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 \$25.00 times the number of Units of each Rental Picture 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. Defectives.** For each Rental Picture, to the extent defectives exceed two percent (2%) of the total number of Units delivered to Retailer, during the first thirty (30) days after Street Date, Retailer may exchange defectives for new Units (without packaging) from WHV to be delivered within seventy-two (72) hours, provided Retailer utilizes WHV's eight hundred (800) number defective replacement system. In the event that defectives do not exceed two percent (2%), there shall be no replacements or credits for defective Units.

**7. Output Fees.** Retailer agrees to pay the following order processing fee, transaction fees, sell-through fees, other fees and guarantees to Rentrak on all Units of Rental Pictures (collectively, the "Output Fees") and comply with the following:

**7.1 Order-Processing Fee.** Retailer shall pay Rentrak an Order-Processing Fee of \$1.50 per Unit.

**7.2 Transaction Fees.** Retailer shall pay Rentrak a Transaction Fee equal to the greater of thirty-eight percent (38%) of rental revenue generated on each rental transaction (including extended viewing fees or late fees), or \$1.35 on each rental transaction (including zero dollar rentals) involving Units of Rental Pictures during the Rental Lease Term. Extended viewing fees or late fees are billed at the minimum percentage, and are not considered a separate rental transaction.

**7.3 Sell-Through Fees.** Retailer shall pay Rentrak the following sell-through fees on all sales of Units of Rental Pictures, which sales shall be subject to the sell-through and rental restrictions set forth in Section 8 below:

**7.3.1** For Type A Rental Pictures Retailer shall pay Rentrak a Sell-Through Fee on all DVD's equal to the greater of fifty percent (50%) of sell-through revenues generated on each sell-through transaction involving DVD's of such Rental Picture, or \$5.00, beginning on the twenty-ninth (29<sup>th</sup>) day of the title's street date through the 182<sup>nd</sup> day from the titles street date, and the greater of fifty percent (50%) of

sell-through revenues generated on sell-through transactions involving DVD's of such Rental Picture, or \$3.50, beginning on the 183<sup>rd</sup> day of the title's street date through the end of the Sell-Through Lease Term, on each sell-through transaction involving DVD's of such Rental Picture.

**7.3.2** For Type B Rental Pictures Retailer shall pay Rentrak a Sell-Through Fee on all DVD's equal to the greater of fifty percent (50%) of sell-through revenues generated on each sell-through transaction involving DVD's of such Rental Picture, or \$4.00, beginning on the twenty-ninth (29<sup>th</sup>) day of the title's street date through the 182<sup>nd</sup> day from the titles street date, and the greater of fifty percent (50%) of sell-through revenues generated on sell-through transactions involving DVD's of such Rental Picture, or \$2.00, beginning on the 183<sup>rd</sup> day of the title's street date through the end of the Sell-Through Lease Term, on each sell-through transaction involving DVD's of such Rental Picture.

**7.4 Other Fees.** Retailer shall have no right to sell, and shall not sell, any Units of an Output Title prior to the twenty-ninth (29<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-eight (28) 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.

**7.5 Guarantees.** For each Rental Picture retailer shall guarantee Revenue Sharing Transaction Fee payments, on a Rental Picture-by-picture basis equal to the amounts outlined on the following schedule. Order Processing Fee payments, Sell-Through Fee payments, Other Fees, penalty fees, or audit fees do not apply towards the guarantee. The guarantee shortfall, if any, will be billed once the Rental Picture has reached the end of its Rental Lease Term.

- a. **Box Office Greater Than/Equal to \$80,000,000: \$7.50 per Unit**
- b. **Box Office Greater Than/Equal to \$20,000,000, but Less Than \$80,000,000: \$5.50 per Unit**
- c. **No Guarantee on Type B Rental Pictures.**

**8. 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:

**8.1** Retailer shall have no right to sell, and shall not sell, any Units of an Rental Picture prior to the twenty-ninth 29<sup>th</sup> day from the Street Date of such Rental Picture.

**8.2** Commencing on the twenty-ninth (29<sup>th</sup>) day from the Street Date of a Rental Picture until the expiration of the Sell-Through Lease Term of Rental Picture, Retailer may sell Units of such Rental Picture, **provided however**, Retailer agrees to retain, and shall retain, a minimum of One Unit of each Rental Picture in Retailer's store inventory available for rental throughout the Rental Lease Term.

**8.3** Retailer agrees that it shall not at any time during the Sell-Through Lease Term, export, sell or otherwise transfer any Rental Pictures to any retail stores, outlets, websites, distributors, wholesalers, liquidators or other entities (a "Sideways Sale"). Sales are permissible in store to consumers only. In the event of a Sideways Sale breach, Retailer shall pay an additional non-recoupable per-Unit fee equal to \$20.00 per unit of such Rental Picture.

**9. Destruction or Return of Units.** Retailer agrees to strictly comply with the following policies for the destruction or return of Units and further guidelines established by Rentrak:

**9.1** On or prior to the last day of the Rental Lease Term Retailer agrees to destroy or return Units of each Rental Picture and will acknowledge destruction of Units in a manner established and acceptable to Rentrak, based on the following requirements:

- a. Destroy or return 25% of Units shipped on Type A Rental Pictures.**
- b. No requirement to destroy or return Units on Type B Rental Pictures.**

**9.2** If Retailer does not choose to return Type A Rental Pictures to Rentrak, Retailer agrees to keep all destroyed units on hand until the end of the Sell-Through Lease Term of Rental Pictures. Rentrak has the right to audit Units to ensure compliance. Retailers will be billed \$20.00 per Unit for those Units discovered missing or not destroyed in the manner approved by Rentrak. On the day after the last day of the Sell-Through Lease Term Retailer may dispose of destroyed Units.

**10. 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 Rental Pictures 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 Rental Pictures 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 Rental Pictures 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:**

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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**WHV Output Matrix**  
**Exhibit A to Output Addendum**  
**Order Minimums**

BOX OFFICE	Store Revenue Group 1 Minimum (0-4K)	Store Revenue Group 2 Minimum (4-7K)	Store Revenue Group 3 Minimum (7-10K)	Store Revenue Group 4 Minimum (10-14K)	Store Revenue Group 5 Minimum (14-18K)	Store Revenue Group 6 Minimum (18-25K)	Store Revenue Group 7 Minimum (25-33K)	Store Revenue Group 8 Minimum (33-40K)	Store Revenue Group 9 Minimum (40-50K)	Store Revenue Group 10 Minimum (50+ K)
\$0	3	3	3	4	4	4	4	5	5	5
\$1	3	3	3	4	4	4	4	5	5	6
\$2	3	3	3	4	4	4	5	6	7	8
\$3	3	3	3	4	4	5	6	8	8	9
\$4	3	3	3	4	5	7	8	9	10	11
\$5	3	3	3	4	5	7	9	11	12	14
\$6	3	3	5	6	7	8	10	12	14	15
\$7	3	5	5	6	7	9	11	14	15	17
\$8	3	5	6	7	8	11	12	14	16	18
\$9	3	5	6	7	8	11	13	15	17	20
\$10	3	5	8	8	9	12	14	17	19	21
\$11	3	6	8	8	9	14	16	18	20	23
\$12	3	6	8	9	11	14	17	20	23	26
\$13	3	6	8	9	11	15	17	20	23	27
\$14	3	8	8	10	12	15	18	21	25	29
\$15	5	8	9	11	14	18	21	24	28	32
\$16	5	8	9	12	15	19	22	26	29	33
\$17	5	8	11	13	15	20	24	27	31	35
\$18	5	8	11	13	16	20	24	29	33	38
\$19	5	8	11	13	16	22	26	30	34	38
\$20	5	8	12	15	18	23	27	32	35	39
\$21	5	8	12	15	18	23	27	32	36	41
\$22	5	8	12	15	19	24	29	33	38	42
\$23	5	8	12	15	19	26	30	35	40	45
\$24	5	8	12	15	19	26	31	36	41	45
\$25	5	9	12	16	20	26	31	36	41	47
\$26	5	9	12	16	20	27	32	38	43	48
\$27	5	9	12	17	22	28	34	39	44	50
\$28	5	9	12	17	22	28	34	39	44	50
\$29	5	9	14	18	23	30	35	41	47	53
\$30	5	9	14	18	23	30	36	42	47	53
\$31	6	11	14	18	23	31	37	42	48	54
\$32	6	11	15	20	24	31	37	44	50	56
\$33	6	11	15	20	24	32	39	45	51	57
\$34	6	11	15	20	24	32	39	45	51	57
\$35	6	11	17	21	26	34	40	47	53	60
\$36	6	11	17	21	26	34	41	48	54	60
\$37	6	11	17	22	27	35	42	48	55	62
\$38	6	11	17	22	27	35	42	50	56	63
\$39	6	11	17	22	27	35	42	50	56	63
\$40	6	11	17	22	28	36	44	51	58	65
\$41	6	11	17	22	28	36	44	51	58	65
\$42	6	11	17	22	28	38	45	53	60	68
\$43	6	11	17	23	30	38	46	54	61	68
\$44	6	11	17	23	30	39	47	54	62	69
\$45	6	11	17	23	30	39	47	56	63	71
\$46	6	11	17	24	31	41	48	56	63	71
\$47	6	11	17	24	31	41	48	56	64	72
\$48	6	11	17	24	31	41	49	57	65	72
\$49	6	11	17	24	32	42	49	57	65	74
\$50	6	11	17	24	32	42	50	59	67	75
\$51	6	12	18	25	32	42	50	59	67	75
\$52	6	12	18	25	32	43	51	59	67	75
\$53	6	12	18	25	32	43	52	60	68	77
\$54	6	12	18	25	32	43	52	60	68	77

**WHV Output Matrix**  
**Exhibit A to Output Addendum**  
**Order Minimums**

BOX OFFICE	Store Revenue Group 1 Minimum (0-4K)	Store Revenue Group 2 Minimum (4-7K)	Store Revenue Group 3 Minimum (7-10K)	Store Revenue Group 4 Minimum (10-14K)	Store Revenue Group 5 Minimum (14-18K)	Store Revenue Group 6 Minimum (18-25K)	Store Revenue Group 7 Minimum (25-33K)	Store Revenue Group 8 Minimum (33-40K)	Store Revenue Group 9 Minimum (40-50K)	Store Revenue Group 10 Minimum (50+ K)
\$55	6	12	18	26	34	43	52	62	70	78
\$56	6	12	18	26	34	45	53	62	70	78
\$57	6	12	18	26	34	45	53	62	71	80
\$58	6	12	18	27	35	46	54	63	72	81
\$59	6	12	18	27	35	46	54	63	72	81
\$60	6	12	18	27	35	46	54	63	72	81
\$61	8	12	18	27	35	46	55	65	74	83
\$62	8	12	18	27	36	47	56	65	74	83
\$63	8	12	18	27	36	47	57	66	75	84
\$64	8	12	18	27	36	47	57	66	75	84
\$65	8	12	18	27	36	49	58	68	77	86
\$66	8	12	18	27	36	49	58	68	77	86
\$67	8	12	18	28	38	49	58	68	77	87
\$68	8	12	18	28	38	50	59	68	77	87
\$69	8	12	18	28	38	50	59	69	78	87
\$70	8	12	20	29	38	50	59	69	79	89
\$71	8	12	20	29	38	50	59	69	79	89
\$72	8	12	20	29	38	50	59	69	79	89
\$73	8	12	20	29	39	50	60	71	80	90
\$74	8	12	20	29	39	51	61	71	80	90
\$75	8	12	20	29	39	51	61	71	81	92
\$76	8	12	20	29	39	51	62	72	82	92
\$77	8	12	20	29	39	53	62	72	82	92
\$78	8	12	20	30	41	53	62	72	83	93
\$79	8	12	20	30	41	53	63	74	83	93
\$80	8	12	20	30	41	53	63	74	83	93
\$81	8	14	21	31	41	53	63	74	84	95
\$82	8	14	21	31	41	54	64	74	84	95
\$83	8	14	21	31	41	54	65	75	85	95
\$84	8	14	21	31	42	54	65	75	86	96
\$85	8	14	21	31	42	54	65	75	86	96
\$86	8	14	21	31	42	54	65	75	86	96
\$87	8	14	21	31	42	55	66	77	87	98
\$88	8	14	21	31	42	55	66	77	87	98
\$89	8	14	21	31	42	55	66	77	87	98
\$90	8	14	21	31	42	55	66	77	88	99
\$91	8	14	21	32	43	55	67	78	89	99
\$92	8	14	21	32	43	55	67	78	89	99
\$93	8	14	21	32	43	55	67	78	89	99
\$94	8	14	21	32	43	55	67	78	89	99
\$95	8	14	21	32	43	57	67	78	89	101
\$96	8	14	21	32	43	57	67	78	89	101
\$97	8	14	21	32	43	57	68	80	90	101
\$98	8	14	21	32	43	57	68	80	90	101
\$99	8	14	21	32	43	58	69	80	91	102
\$100	8	15	21	33	45	58	69	80	91	102
\$101	8	15	21	33	45	58	70	81	92	102
\$102	8	15	21	33	45	58	70	81	92	104
\$103	8	15	21	33	45	58	70	81	92	104
\$104	8	15	21	33	45	58	70	81	92	104
\$105	8	15	21	33	45	58	70	81	92	104
\$106	8	15	21	33	45	58	70	81	92	104
\$107	8	15	21	33	45	59	71	83	94	105
\$108	8	15	21	33	46	59	71	83	94	105
\$109	8	15	21	33	46	59	71	83	94	105

**WHV Output Matrix**  
**Exhibit A to Output Addendum**  
**Order Minimums**

BOX OFFICE	Store Revenue Group 1 Minimum (0-4K)	Store Revenue Group 2 Minimum (4-7K)	Store Revenue Group 3 Minimum (7-10K)	Store Revenue Group 4 Minimum (10-14K)	Store Revenue Group 5 Minimum (14-18K)	Store Revenue Group 6 Minimum (18-25K)	Store Revenue Group 7 Minimum (25-33K)	Store Revenue Group 8 Minimum (33-40K)	Store Revenue Group 9 Minimum (40-50K)	Store Revenue Group 10 Minimum (50+ K)
\$110	8	15	21	33	46	59	71	83	95	107
\$111	8	15	21	33	46	59	72	84	95	107
\$112	8	15	21	33	46	61	72	84	95	107
\$113	8	15	21	33	46	61	72	84	95	107
\$114	8	15	21	33	46	61	72	84	95	107
\$115	8	15	21	33	46	61	72	84	96	108
\$116	8	15	21	33	46	61	72	84	96	108
\$117	8	15	21	34	47	61	73	86	97	108
\$118	8	15	21	34	47	61	73	86	97	108
\$119	8	15	21	34	47	61	73	86	97	108
\$120	8	15	21	34	47	61	73	86	97	108
\$121	9	17	23	35	47	62	74	86	98	110
\$122	9	17	23	35	47	62	74	86	98	110
\$123	9	17	23	35	47	62	75	87	98	110
\$124	9	17	23	35	47	62	75	87	99	111
\$125	9	17	23	36	49	62	75	87	99	111
\$126	9	17	23	36	49	63	75	87	99	111
\$127	9	17	23	36	49	63	76	89	101	113
\$128	9	17	23	36	49	63	76	89	101	113
\$129	9	17	23	36	49	63	76	89	101	113
\$130	9	17	23	36	49	63	76	89	101	113
\$131	9	17	23	36	49	63	76	89	101	113
\$132	9	17	23	36	49	63	76	89	101	114
\$133	9	17	23	36	49	65	77	90	102	114
\$134	9	17	23	36	50	65	77	90	102	114
\$135	9	17	23	36	50	65	77	90	103	116
\$136	9	17	24	37	50	65	77	90	103	116
\$137	9	17	24	37	50	65	77	90	103	116
\$138	9	17	24	37	50	66	79	92	104	116
\$139	9	17	24	37	50	66	79	92	104	117
\$140	9	17	24	37	50	66	79	92	104	117
\$141	9	17	24	38	51	66	79	92	104	117
\$142	9	17	24	38	51	66	80	93	106	119
\$143	9	17	24	38	51	68	80	93	106	119
\$144	9	17	24	38	51	68	80	93	106	119
\$145	9	17	24	38	51	68	80	93	107	120
\$146	9	17	24	38	51	68	81	95	107	120
\$147	9	17	24	38	53	68	81	95	107	120
\$148	9	17	24	38	53	69	82	95	108	122
\$149	9	17	24	38	53	69	82	95	108	122
\$150	9	17	24	38	53	69	82	96	109	122
\$151	11	17	26	39	53	69	82	96	109	122
\$152	11	17	26	39	53	69	82	96	109	122
\$153	11	17	26	39	53	69	82	96	109	122
\$154	11	17	26	39	53	69	82	96	109	122
\$155	11	17	26	39	53	69	82	96	109	122
\$156	11	17	26	39	53	69	82	96	109	122
\$157	11	17	26	39	53	69	82	96	109	122
\$158	11	17	26	39	53	69	82	96	109	122
\$159	11	17	26	39	53	69	82	96	109	122
\$160	11	17	26	39	53	69	82	96	109	122
\$161	11	17	26	39	53	69	82	96	109	122
\$162	11	17	26	39	53	69	82	96	109	122
\$163	11	17	26	39	53	69	82	96	109	122
\$164	11	17	26	39	53	69	82	96	109	122

**WHV Output Matrix**  
**Exhibit A to Output Addendum**  
**Order Minimums**

BOX OFFICE	Store Revenue Group 1 Minimum (0-4K)	Store Revenue Group 2 Minimum (4-7K)	Store Revenue Group 3 Minimum (7-10K)	Store Revenue Group 4 Minimum (10-14K)	Store Revenue Group 5 Minimum (14-18K)	Store Revenue Group 6 Minimum (18-25K)	Store Revenue Group 7 Minimum (25-33K)	Store Revenue Group 8 Minimum (33-40K)	Store Revenue Group 9 Minimum (40-50K)	Store Revenue Group 10 Minimum (50+ K)
<b>\$165</b>	11	17	26	39	53	69	82	96	109	122
<b>\$166</b>	11	17	26	39	53	69	82	96	109	122
<b>\$167</b>	11	17	26	39	53	69	82	96	109	122
<b>\$168</b>	11	17	26	39	53	69	82	96	109	122
<b>\$169</b>	11	17	26	39	53	69	82	96	109	122
<b>\$170</b>	11	17	26	39	53	69	82	96	109	122
<b>\$171</b>	11	17	26	39	53	69	82	96	109	122
<b>\$172</b>	11	17	26	39	53	69	82	96	109	122
<b>\$173</b>	11	17	26	39	53	69	82	96	109	122
<b>\$174</b>	11	17	26	39	53	69	82	96	109	122
<b>\$175</b>	11	17	26	39	53	69	82	96	109	122
<b>\$176</b>	11	17	26	39	53	69	82	96	109	122
<b>\$177</b>	11	17	26	39	53	69	82	96	109	122
<b>\$178</b>	11	17	26	39	53	69	82	96	109	122
<b>\$179</b>	11	17	26	39	53	69	82	96	109	122
<b>\$180</b>	11	17	27	40	53	69	82	96	109	122
<b>\$181</b>	11	17	27	40	53	69	82	96	109	122
<b>\$182</b>	11	17	27	40	53	69	82	96	109	122
<b>\$183</b>	11	17	27	40	53	69	82	96	109	122
<b>\$184</b>	11	17	27	40	53	69	82	96	109	122
<b>\$185</b>	11	17	27	40	53	69	82	96	109	122
<b>\$186</b>	11	17	27	40	53	69	82	96	109	122
<b>\$187</b>	11	17	27	40	53	69	82	96	109	122
<b>\$188</b>	11	17	27	40	53	69	82	96	109	122
<b>\$189</b>	11	17	27	40	53	69	82	96	109	122
<b>\$190</b>	11	17	27	40	53	69	82	96	109	122
<b>\$191</b>	11	17	27	40	53	69	82	96	109	122
<b>\$192</b>	11	17	27	40	53	69	82	96	109	122
<b>\$193</b>	11	17	27	40	53	69	82	96	109	122
<b>\$194</b>	11	17	27	40	53	69	82	96	109	122
<b>\$195</b>	11	17	27	40	53	69	82	96	109	122
<b>\$196</b>	11	17	27	40	53	69	82	96	109	122
<b>\$197</b>	11	17	27	40	53	69	82	96	109	122
<b>\$198</b>	11	17	27	40	53	69	82	96	109	122
<b>\$199</b>	11	17	27	40	53	69	82	96	109	122
<b>200+</b>	11	17	27	40	53	69	82	96	109	122