

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re : **Chapter 15**
:
CINRAM INTERNATIONAL INC., et al.,¹ : **Case No. 12-11882 (KJC)**
:
Debtors in a Foreign Proceeding. : **Jointly Administered**
:
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**NOTICE OF PROPOSED POTENTIAL ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION WITH THE SALE OF
SUBSTANTIAL ASSETS OF THE DEBTORS**

PLEASE TAKE NOTICE THAT on June 25, 2012, Cinram International ULC, in its capacity as the authorized foreign representative (the “**Foreign Representative**”) for the above-captioned debtors (collectively, the “**Debtors**”), filed the *Foreign Representative’s Motion for Entry of an Order (I) Recognizing the Canadian Sale Order, (II) Authorizing and Approving the Sale Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (Dkt. No. 9) (the “**Motion**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE THAT on July 12, 2012, the Ontario Superior Court of Justice (the “**Canadian Court**”) will consider the proposed Approval and Vesting Order (the “**Canadian Sale Order**”) approving the sale of substantially all of the property and assets used in connection with the business carried on by the Debtors in North America.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has scheduled a hearing before the Honorable Kevin J. Carey in Room 5 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, on **July 25, 2012 at 10:00 a.m.** (prevailing Eastern time) to consider the relief requested by the Foreign Representative in the Motion and any timely filed objections thereto.

PLEASE TAKE FURTHER NOTICE THAT the Motion contemplates that in addition to the sale of assets to be approved by the Canadian Sale Order, upon approval of the Motion by the Bankruptcy Court, the Debtors will be authorized to sell certain of their assets located within

¹ The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors follow in parentheses: (a) Cinram International Inc. (4583); (b) Cinram (U.S.) Holding’s Inc. (4792); (c) Cinram, Inc. (7621); (d) Cinram Distribution LLC (3854); (e) Cinram Manufacturing LLC (2945); (f) Cinram Retail Services LLC (1741); (g) Cinram Wireless LLC (5915); (h) IHC Corporation (4225); and (i) One K Studios, LLC (2132). The Debtors’ executive headquarters is located at 2255 Markham Road, Toronto, Ontario, M1B 2W3, Canada.

the territorial jurisdiction of the United States (the “Sale”) pursuant to the terms and conditions set forth in that certain Asset Purchase Agreement (the “APA”) between Cinram International Inc. and Cinram Acquisition, Inc. (the “Purchaser”).

PLEASE TAKE FURTHER NOTICE THAT upon the closing of the Sale following entry of the Canadian Sale Order and entry of a sale order by the Bankruptcy Court, the Debtors may assume and assign to the Purchaser any of the executory contracts and unexpired leases (collectively, the “Assigned Contracts”) identified on Schedule 1 hereto (the “Assumption Schedule”).

PLEASE TAKE FURTHER NOTICE THAT the Purchaser has not yet determined to designate any of the Assigned Contracts identified on the Assumption Schedule for assumption and assignment. As set forth more fully in the Motion, the determination to assume and assign a contract is subject to change by the Purchaser. Specifically, among other things, the Purchaser has reserved all rights with respect to removing any executory contract or unexpired lease from the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE THAT the Debtors will file a final list of the Assigned Contracts that were actually assumed and assigned to the Purchaser at closing with the Bankruptcy Court within one business day after the closing of the Sale.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice (this “Notice”) because the Debtors’ records reflect that you are a party to an Assigned Contract listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this Notice. If you have any questions about this Notice or the Assumption Schedule and proposed cure amounts, you may contact the **Monitor** appointed by the Canadian Court: **FTI CONSULTING, INC.**, TD Waterhouse Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104, Toronto, ON M5K 1G8 Canada, **toll free at 1-855-718-5255**, fax 1-416-649-8601, or email **Cinram@fticonsulting.com**.

PLEASE TAKE FURTHER NOTICE that the Debtors currently are proposing to potentially assume an executory contract(s) or unexpired lease(s) listed on the Assumption Schedule to which you may be a party.²

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires the Debtors to cure, or provide adequate assurance that they will promptly cure, any defaults under executory contracts and unexpired leases at the time of their assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have

² Neither the exclusion nor inclusion of any executory contract or unexpired lease on the Assumption Schedule shall constitute an admission by the Debtors that any such contract or lease is in fact an executory contract or unexpired lease capable of assumption, that any Debtor(s) has any liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) remove any executory contract or unexpired lease from the Assumption Schedule, in coordination with the Purchaser as stated above, and reject such executory contract or unexpired lease and (b) contest any claim (or cure amount) asserted in connection with the assumption of any executory contract or unexpired lease.

determined the amounts required to cure defaults, if any, under the executory contract(s) or unexpired lease(s), which amounts are listed on the Assumption Schedule. **Please note that if no amount is stated for a particular executory contract or unexpired lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.**

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve all rights with respect to amending the Assumption Schedule, including any necessary changes to the proposed cure amounts listed.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the executory contract(s) or unexpired lease(s) identified on the Assumption Schedule will be satisfied by the Purchaser in cash upon the closing of the Sale. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is sustained by the Bankruptcy Court, the Debtors may elect to reject such executory contract or unexpired lease, in coordination with the Purchaser, instead of assuming it.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Motion, the Canadian Sale Order, the APA, or any related documents, you should contact Kurtzman Carson Consultants LLC, the claims and noticing agent retained by the Debtors in these chapter 15 cases, by: (a) visiting the Debtors' restructuring website at: www.kccllc.net/cinram; (b) e-mailing the Debtors at CinramInfo@kccllc.com, and/or (c) writing to Cinram Claims Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 15 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the assumption and assignment of the Assigned Contracts and the associated cure amount listed in the Assumption Schedule is July 20, 2012 at 4:00 p.m. prevailing Eastern Time. Any objections must: (a) be made in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state with particularity the legal and factual basis for the objection and if practicable, a proposed modification to the cure amount listed in this Notice that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** by **July 20, 2012 at 4:00 p.m. prevailing Eastern Time:**

SHEARMAN & STERLING LLP
Attn: Douglas P. Bartner, Esq.
Attn: Robert Britton, Esq.
599 Lexington Avenue
New York, New York 10022
Co-Counsel to the Foreign Representative

YOUNG CONWAY STARGATT
& TAYLOR, LLP
Attn: Pauline K. Morgan, Esq.
Attn: Kenneth J. Enos, Esq.
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
*Co-Counsel to the Foreign
Representative*

THE OFFICE OF THE UNITED
STATES TRUSTEE FOR THE
DISTRICT OF DELAWARE
Attn: David Klauder
844 King Street, Suite 2207
Wilmington, Delaware 19801

MORRIS, NICHOLS, ARSHT &
TUNNELL LLP
Attn: Derek C. Abbott
1201 North Market Street, 18th Floor
Wilmington, Delaware 19899
*Co-Counsel to the Debtors' Prepetition
Secured Lenders and DIP Lenders*

WACHTELL, LIPTON, ROSEN
& KATZ LLP
Attn: Richard G. Mason, Esq.
Attn: Joshua A. Feltman, Esq.
51 West 52nd Street
New York, NY 10019
*Co-Counsel to the Debtors'
Prepetition Secured Lenders
and DIP Lenders*

BALLARD SPAHR LLP
Attn: Matthew G. Summers, Esq.
919 N. Market Street, 11th Floor
Wilmington, Delaware 19801
Counsel to the Proposed Purchaser

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Assigned Contract that fails to object timely to the proposed assumption or cure amount set forth on Schedule 1 will be deemed to have agreed to such assumption and cure amount without any further order of or action by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE IN CONNECTION WITH THE SALE OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY (INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION, OR OTHER BANKRUPTCY-RELATED DEFAULTS) ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THAT THE DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE.

Dated: Wilmington, Delaware
July 6, 2012

SHEARMAN & STERLING LLP
Douglas P. Bartner
Jill Frizzley
Robert Britton
599 Lexington Avenue
New York, New York 10022
Telephone: (212) 848-4000
Facsimile: (646) 848-8174

-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ *Kenneth J. Enos*

Pauline K. Morgan (No. 3650)
Kenneth J. Enos (No. 4544)
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Co-Counsel to the Foreign Representative

SCHEDULE 1 TO THE CONTRACT ASSUMPTION NOTICE

Assumption Schedule

Customer (T&C Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty Line 1	Address of Counterparty Line 2	Address of Counterparty Line 3	Address of Counterparty Line 4	Address of Counterparty Line 5	Address of Counterparty Line 6	Cure Amount
1	Cinram International Inc.	1508235 ONTARIO INC.	Customer Terms and Conditions		#110-5401 EGLINTON AVE	WEST	ETOBICOKE	ON	M5C 5K6	\$0.00
2	Cinram International Inc.	1583343 ONTARIO INC	Customer Terms and Conditions		110	12811 CLARKE PLACE	RICHMOND	BC	V6V 2H9	\$0.00
3	Cinram International Inc.	ALDEN DIMENSIONAL MEDIA	Customer Terms and Conditions			36 PARK LAWN ROAD	TORONTO	ON	M8Y 3H8	\$0.00
4	Cinram International Inc.	ALLEGRO (CANADA)	Customer Terms and Conditions		100 WEST BEAVER CREEK RD.	UNIT 18	RICHMOND HILL	ON	L4B 1H4	\$0.00
5	Cinram International Inc.	AUDIOBEC RECORDING	Customer Terms and Conditions			20048 NE SAN RAFAEL ST	PORTLAND	OR	97230	\$0.00
6	Cinram International Inc.	BALL MEDIA/BELLWETHER (US)	Customer Terms and Conditions	DAVE CUBITT		8 LUBA AVENUE	RICHMOND HILL	ON	L4S 1G4	\$0.00
7	Cinram International Inc.	BFS ENTERTAINMENT (CDN)	Customer Terms and Conditions			1 WORLD DRIVE	MISSISSAUGA	ON	L5T 2Y4	\$0.00
8	Cinram International Inc.	BLUE SKY ENTERTAINMENT	Customer Terms and Conditions	SOFTWARE		622 BROADWAY	NEW YORK	NY	10012	\$0.00
9	Cinram International Inc.	BOONSDALE RECORDS INC	Customer Terms and Conditions			1008 CAPRICORN CRT	MINDEN	ON	K0M 2K0	\$0.00
10	Cinram International Inc.	CANADA DISC & TAPE INC.	Customer Terms and Conditions	CHRIS KONTOS ENT (CDN)	478 BAY STREET	2ND FLOOR UNIT 208	MIDLAND	ON	L4R 1K9	\$0.00
11	Cinram International Inc.	CCH CANADIAN LIMITED	Customer Terms and Conditions	SOFTWARE INC.	5770 HURONTARIO STREET	SUITE #314	MISSISSAUGA	ON	L5R 3G5	\$0.00
12	Cinram International Inc.	CHELSEA ROAD PRODUCTIONS	Customer Terms and Conditions			1 BANIGAN DRIVE	TORONTO	ON	M4M 1G3	\$0.00
13	Cinram International Inc.	CLUCK MEDIA INC.	Customer Terms and Conditions			15 HEREFORD STREET	BRAMPTON	ON	L6Y 0J7	\$0.00
14	Cinram International Inc.	CONTENT MANAGEMENT CORP.	Customer Terms and Conditions		130 SAUNDERS ROAD	UNIT 13	BARRIE	ON	L4N 9A8	\$0.00
15	Cinram International Inc.	CUBE DISC MUSIC CANADA	Customer Terms and Conditions		1295 NORTH SERVICE RD		BURLINGTON	ON	L7R 4M2	\$0.00
16	Cinram International Inc.	CYAN SOLUTIONS	Customer Terms and Conditions			125 DORSET ROAD	TORONTO	ON	M1M 2T2	\$0.00
17	Cinram International Inc.	DAVID C COOK DISTRIBUTION	Customer Terms and Conditions	PRODUCTION INC		934 EASTERN AVE	TORONTO	ON	M4L 1A4	\$0.00
18	Cinram International Inc.	DAVID J WOODS	Customer Terms and Conditions	2005 G.P		P.O BOX 925	ST LAURENT	PQ	H4L 4W3	\$0.00
19	Cinram International Inc.	DVD COPYTECH	Customer Terms and Conditions	PRECISION SOUND	UNIT# 1	19272 96TH STREET	SURREY	BC	V4N 4C1	\$0.00
20	Cinram International Inc.	EFFECTUALITY INC.	Customer Terms and Conditions	SERVICES	P.O. BOX 2291		HALIFAX	NS	B3J 3C8	\$0.00
21	Cinram International Inc.	ENTERTAINMENT ONE FILMS	Customer Terms and Conditions			91 KINGFISHER DRIVE	ELMIRA	ON	N3B 3M4	\$0.00
22	Cinram International Inc.	GELDERLAND LTD	Customer Terms and Conditions			BOX 861	EDMONTON	AB	T5J 2L8	\$0.00
23	Cinram International Inc.	GRAF MARTIN COMMUNICATION	Customer Terms and Conditions		SUITE #200	58 ARTHUR STREET	OTTAWA	ON	K1R 7B9	\$0.00
24	Cinram International Inc.	HMV CANADA INC	Customer Terms and Conditions		3204 W 13 AVE		VANCOUVER	BC	V6K 2V5	\$0.00
25	Cinram International Inc.	INFORMATION PACKAGING	Customer Terms and Conditions	SERVICES	10612 D PROVIDENCE RD	SUITE 716	CHARLOTTE	NC	29716	\$0.00
26	Cinram International Inc.	JUSTIN TIME	Customer Terms and Conditions			100 JAMES RATCLIFFE AVE.	STOUFFVILLE	ON	L4A 0L6	\$0.00
27	Cinram International Inc.	KERR COMMUNICATIONS	Customer Terms and Conditions			4030 BOUL POIRIER	MONTREAL	PQ	H4R 2A5	\$0.00
28	Cinram International Inc.	L&L PRODUCTIONS LTD.	Customer Terms and Conditions			55 SUDBURY STREET	TORONTO	ON	M6J 3S9	\$0.00
29	Cinram International Inc.	LCBO	Customer Terms and Conditions		1650 WEST 2ND AVE		VANCOUVER	BC	V6J 4R3	\$0.00
30	Cinram International Inc.	LIFESTYLE INTEGRATED INC	Customer Terms and Conditions		2-712	OSSINGTON AVENUE	TORONTO	ON	M6G 3T7	\$0.00
31	Cinram International Inc.	MARGOLD INDUSTRIES INC	Customer Terms and Conditions	KEVIN WHIGMORE		70 DENISON STREET	MARKHAM	ON	L3R 1B6	\$0.00
32	Cinram International Inc.	MCDONNELL HAYNES LTD.	Customer Terms and Conditions			60 DYNAMIC DRIVE	SCARBOROUGH	ON	M1V 2W2	\$0.00
33	Cinram International Inc.	MEDIA HOUSE 1260915	Customer Terms and Conditions	394 FOUNTAIN ST.			CAMBRIDGE	ON	N3H 1J3	\$0.00
34	Cinram International Inc.	MISSION STUDIOS LTD.	Customer Terms and Conditions	MEDIA		347 PIDO ROAD UNIT 18	PETERBOROUGH	ON	K9J 6X7	\$0.00
35	Cinram International Inc.	NETTWERK PRODUCTIONS	Customer Terms and Conditions			35 BAYLOR CRESCENT	GEORGETOWN	ON	L7G 1A9	\$0.00
36	Cinram International Inc.	O.G. PRECISION INC	Customer Terms and Conditions		1181 FINCH AVE WEST	UNITS 16 - 17	DOWNSVIEW	ON	M3J 2V8	\$0.00
37	Cinram International Inc.	PACIFICUNE MUSIC	Customer Terms and Conditions	ATTN: EMMA BARAHONA	5000 YONGE ST.,SUITE 1503		TORONTO	ON	M2N 6P1	\$0.00
38	Cinram International Inc.	POLAR BEAR PROD.(US)	Customer Terms and Conditions		MAIN LEVEL,SUITE #100	3381 STEELES AVENUE,EAST	TORONTO	ON	M2M 3S7	\$0.00
39	Cinram International Inc.	PRECISION SOUND CORP.	Customer Terms and Conditions		SUITE# 1	2450 VICTORIA PARK AVE.	WILLOWDALE	ON	M2J 5H3	\$0.00
40	Cinram International Inc.	PROCESS TECHNOLOGIES &	Customer Terms and Conditions		SUITE #1	2450 VICTORIA PARK AVE.	WILLOWDALE	ON	M2J 5H3	\$0.00
41	Cinram International Inc.	PROGRESS MARKETING	Customer Terms and Conditions	DISER)	SUITE# 1	2450 VICTORIA PARK AVE	WILLOWDALE	ON	M2J 5H3	\$0.00
42	Cinram International Inc.	PROGS MARKETING	Customer Terms and Conditions	ATTN: MARTIN MALTAS	1600 BOULEVARD DE	MAISSONEUVE EST	MONTREAL	PQ	H2L 4P2	\$0.00
43	Cinram International Inc.	PUBLICATIONS CCH LTEE.	Customer Terms and Conditions		SUITE# 1	2450 VICTORIA PARK AVE.	WILLOWDALE	ON	M2J 5H3	\$0.00
44	Cinram International Inc.	REDPACT IMPEX	Customer Terms and Conditions			2450 VICTORIA PARK	WILLOWDALE	ON	M2J 4A2	\$0.00
45	Cinram International Inc.	RICHTER PRECISION	Customer Terms and Conditions		ATTN: A/P DEPARTMENT	145 KING ST. E., 3RD FLOOR	TORONTO	ON	M5C 2Y7	\$0.00
46	Cinram International Inc.	ROSEDALE MUSIC GROUP.	Customer Terms and Conditions		680 QUEENS QUAY W	SUITE 600	TORONTO	ON	M5V 2Y9	\$0.00
47	Cinram International Inc.	SILVERBIRCH	Customer Terms and Conditions	(CDA INVESTMENT)	610 OPPERMAN DRIVE	MALLSTOP D3-5145	EAGAN	MN	55123	\$0.00
48	Cinram International Inc.	SILVERBIRCH (BE-WORK)	Customer Terms and Conditions			115 LYTTON BLVD	TORONTO	ON	M4R 1L5	\$0.00
49	Cinram International Inc.	SONRISE AUDIO DUPLICATION	Customer Terms and Conditions			5524 ST. PATRICK, #580	MONTREAL	PQ	H4E 1A8	\$0.00
50	Cinram International Inc.	STONY PLAIN RECORDS	Customer Terms and Conditions		BOX 239	6427 CHELSEA ROAD	BURLINGTON	ON	L7P 0M8	\$0.00
51	Cinram International Inc.	SUPERTRAX MEDIA INC	Customer Terms and Conditions	LINUS ENT	REWORK	14-3245 HARVESTER RD	BURLINGTON	ON	L7N 3T7	\$0.00
52	Cinram International Inc.	TECHNICOLOR/WHV	Purchase Orders Only	1260915 ONT INC		394 FOUNTAIN ST.	CAMBRIDGE	ON	N3H 1J3	\$0.00
53	Cinram International Inc.	THE CHILDREN'S GROUP	Customer Terms and Conditions	C/O LINDA ECKER	519 653 2056	885 PRETE ST	SLUDBURY	ON	P3E 3K9	\$0.00
54	Cinram International Inc.	THE CHILDREN'S GRP-REWORK	Customer Terms and Conditions	KNOWLEDGE RESOURCE GROUP	DEPARTMENT# 895	55 LAKESHORE BLVD EAST	TORONTO	ON	M5E 1A4	\$0.00
55	Cinram International Inc.	THE IMAGO RECORDING CO.	Customer Terms and Conditions	NUGGET AVENUE (PHASE1)INC	INCBOX 163, SUITE 4400	66 WELLINGTON STREET WEST	TORONTO	ON	M5X 1H6	\$0.00
56	Cinram International Inc.	THOMSON FINANCIAL(US)	Customer Terms and Conditions			240 E. 47TH STREET	NEW YORK	NY	10017	\$0.00
57	Cinram International Inc.	TRANSCONTINENTAL PRINTING	Customer Terms and Conditions		PO BOX # 159	1021 COMMERCIAL AVE	EAST PETERSBURG	PA	17520	\$0.00
58	Cinram International Inc.	TRICORD MEDIA	Customer Terms and Conditions		600 OUEST	PORT-ROYAL	MONTREAL	PQ	H3L 2C5	\$0.00
59	Cinram International Inc.	TRUE NORTH RECORDS	Customer Terms and Conditions	DBA. MICROFORUM SERVICES		1 WOODBOROUGH AVE.	TORONTO	ON	M6M 5A1	\$0.00
60	Cinram International Inc.	TVA FILMS	Customer Terms and Conditions	LINUS ENT		14-3245 HARVESTER RD	BURLINGTON	ON	L7N 3T7	\$0.00
61	Cinram International Inc.	VCR ACTIVE MEDIA LTD	Customer Terms and Conditions	& MULTIMEDIA INC.		360 NEWKIRK ROAD NORTH	RICHMOND HILL	ON	L4C 3G7	\$0.00
62	Cinram International Inc.	VIDEOWILLE SHOWTIME	Customer Terms and Conditions		UNIT "B"	675 BERRY STREET	WINNIPEG	MB	R3H 1A7	\$0.00
63	Cinram International Inc.	WELLINGTON PRINTWORKS INC	Customer Terms and Conditions	CANADA INC	175 BLOOR STREET EAST	SUITE 1400, NORTH TOWER	TORONTO	ON	M4W 3R8	\$0.00
64	Cinram International Inc.	WESTERN IMPERIAL	Customer Terms and Conditions		680 QUEENS QUAY W	5TE.600 ENTRY CODE # 180	TORONTO	ON	M5V 2Y9	\$0.00
65	Cinram International Inc.	WHATEVER SOLUTIONS &	Customer Terms and Conditions	ACCOUNTS PAYABLE	ROOM 8016,8TH FLOOR	2121 AVENUE OF THE STARS.	LOS ANGELES	CA	90067	\$0.00
66	Cinram International Inc.	WORLD VISION CANADA	Customer Terms and Conditions		1 WORLD DRIVE		MISSISSAUGA	ON		\$0.00
67	Cinram Inc.	ANTEX MADSON PLASTICS	Purchase Orders Only	ATTN: JOHN IOANNIDU	8080 TROON CIRCLE # 100		AUSTELL	GA	30168	\$0.00
68	Cinram Inc.	ARROTIN PLASTIC MAT. INC	Purchase Orders Only	ATTN: ACCTS PAYABLE	15012 EDGEMONT ROAD		NEW HAVEN	IN	46774	\$0.00
69	Cinram Inc.	CUSTOM POLYMERS	Purchase Orders Only		700 TUSKASEEGEE RD		CHARLOTTE	NC	28208	\$0.00
70	Cinram Inc.	CYCLE TEX INC	Purchase Orders Only		702 S. THORNTON AVE		DALTON	GA	30730	\$0.00
71	Cinram Inc.	GLOBAL POLYMERS LLC	Purchase Orders Only	ATTN: ANGIE KENNY	PO BOX 6745		LOUISVILLE	NY	40206	\$0.00
72	Cinram Inc.	INTERNATIONAL PALLET INC	Purchase Orders Only	ATTN: DEBBIE FOSTER	P.O. BOX 5531		BIRMINGHAM	AL	35207	\$0.00
73	Cinram Inc.	JIC ENTERPRISES INC/SCRAP	Purchase Orders Only	ATTN: JANE EDWARDS	1401 N. EVANS AVE		EVANSVILLE	IN	47711	\$0.00
74	Cinram Inc.	NORTH STREET MEDIA	Customer Terms and Conditions	ATTN: LARRY WHITE	735 N. LYNHURST DRIVE	SUITE A	INDIANAPOLIS	IN	46224	\$0.00
75	Cinram Inc.	PLASTIC RECYCLERS SE	Purchase Orders Only	ATTN: ACCTS PAYABLE	1220 CHURCH STREET, NE		DECATUR	GA	35601	\$0.00
76	Cinram Inc.	RECICLENET, LLC	Purchase Orders Only		1510 HERITAGE TRAIL		ROSWELL	GA	30075	\$0.00

Customer (T&C Agreements)

Ref No.	Cinram Party	Counterparty	Table of Agreement	Address of Counterparty Line 1	Address of Counterparty Line 2	Address of Counterparty Line 3	Address of Counterparty Line 4	Address of Counterparty Line 5	Address of Counterparty Line 6	Cure Amount
77	Cinram Inc.	ROCKTECH	Purchase Orders Only	ATTN: LINDA HALL	205 WHOLESALE AVE. N.E.		HURTSVILLE	AL	35811	50.00
78	Cinram Inc.	SOUTH CENTRAL RECYCLING	Purchase Orders Only	SCRAP VENDOR	2015 VERMONT DR. SW	PO BOX 4221	HUNTSVILLE	AL	35815	50.00
79	Cinram Inc.	TENN VALLEY RECYCLING LLC	Purchase Orders Only	ATTN: ACCOUNTS PAYABLE	P.O. DRAWER H		DECATUR	AL	35603	50.00
80	Cinram Inc.	THE TRAYLOR GROUP	Purchase Orders Only	ATTN: SHELLA HALL	PO BOX 1338		RAINSVILLE	AL	35986	50.00
81	Cinram Manufacturing LLC	A TO Z AUDIO (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
82	Cinram Manufacturing LLC	A TRAIN ENTERTAINMENT	Customer Terms and Conditions	401 GRAND AVENUE			OAKLAND	CA	94610	50.00
83	Cinram Manufacturing LLC	ACOUSTIC DISC	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
84	Cinram Manufacturing LLC	ADOBE SYSTEMS INCORPORATED	Customer Terms and Conditions	PO BOX 1670			SAN JOSE	CA	95109-1670	50.00
85	Cinram Manufacturing LLC	ADVANCE DUPLICATION	Customer Terms and Conditions	2155 NIAGARA LANE NORTH			PLYMOUTH	MN	55447	50.00
86	Cinram Manufacturing LLC	AIX MEDIA WAMO	Customer Terms and Conditions	2050 GRANVILLE AVENUE			LOS ANGELES	CA	90025	50.00
87	Cinram Manufacturing LLC	ALABAMA MOON PRODUCTIONS LLC	Customer Terms and Conditions	18300 SCENIC HIGHWAY 98			FAIRHOPE	AL	36532	50.00
88	Cinram Manufacturing LLC	ALLEGRO	Customer Terms and Conditions	20048 NE SAN RAFAEL STREET			PORTLAND	OR	97230	50.00
89	Cinram Manufacturing LLC	AMBIENT	Customer Terms and Conditions	4551 GLENCOE AVENUE			MARINA DEL RAY	CA	90292	50.00
90	Cinram Manufacturing LLC	AMERICAN RECORD SALES	Customer Terms and Conditions	2321 VERNA COURT			SAN LEANDRO	CA	94577	50.00
91	Cinram Manufacturing LLC	ANDERSON AND SMITH PC	Customer Terms and Conditions	7322 SOUTHWEST FREEWAY			HOUSTON	TX	77074	50.00
92	Cinram Manufacturing LLC	ANDERSON MERCHANDISERS	Customer Terms and Conditions	PO BOX 32270			AMARILLO	TX	79120-2270	50.00
93	Cinram Manufacturing LLC	ART DORIENT	Customer Terms and Conditions	14922 MORANT STREET			WESTMINSTER	CA	92683	50.00
94	Cinram Manufacturing LLC	ARTSMAGIC US LIMITED	Customer Terms and Conditions	C/O M. MERCER	201 HIGH STREET		LONDON	UK	SW6-3JD	50.00
95	Cinram Manufacturing LLC	ARVATO DIGITAL SERVICES	Customer Terms and Conditions	108 MONTICELLO ROAD			WEAVERVILLE	NC	28787	50.00
96	Cinram Manufacturing LLC	ATT4394	Customer Terms and Conditions	340 MOUNT KEMBLE PLAZA			MORRISTOWN	NJ	7920	50.00
97	Cinram Manufacturing LLC	AUDIO VIDEO GRAPHICS (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
98	Cinram Manufacturing LLC	BBC WORLDWIDE AMERICA	Customer Terms and Conditions	1120 AVENUE OF THE AMERICAS			NEW YORK	NY	10036	50.00
99	Cinram Manufacturing LLC	BEACHBODY	Customer Terms and Conditions	3301 EXPOSITION BLVD			SANTA MONICA	CA	90404	50.00
100	Cinram Manufacturing LLC	BEGGARS GROUP	Customer Terms and Conditions	304 HUDSON STREET			NEW YORK	NY	10013	50.00
101	Cinram Manufacturing LLC	BIELER BROTHERS	Customer Terms and Conditions	4100 NORTH POWERLINE ROAD			POMPANO BEACH	FL	33073	50.00
102	Cinram Manufacturing LLC	BLACKSTONE AUDIO INC	Customer Terms and Conditions	31 MISTLETOE ROAD			ASHLAND	OR	97520	50.00
103	Cinram Manufacturing LLC	BLUNK DIGITAL	Customer Terms and Conditions	149 5TH AVENUE			NEW YORK	NY	10010	50.00
104	Cinram Manufacturing LLC	BMG RECORDS INC	Customer Terms and Conditions	ATTN:MARY FARRELL			LYNDHURST	NJ	07071-3507	50.00
105	Cinram Manufacturing LLC	BROADWAY VIDEO INC	Customer Terms and Conditions	1619 BROADWAY			NEW YORK	NY	10019	50.00
106	Cinram Manufacturing LLC	CD SOURCE DIRECT	Customer Terms and Conditions	114 BEEMER CHURCH ROAD			SUSSEX	NJ	7461	50.00
107	Cinram Manufacturing LLC	CD VIDEO MANUFACTURING IN	Customer Terms and Conditions	12650 WESTMINSTER AVENUE			SANTA ANA	CA	92706-2139	50.00
108	Cinram Manufacturing LLC	CITY LIGHTS PICTURES LLC	Customer Terms and Conditions	INVENTORY CONTROL GROUP	CD Warner Music Group	3400 W Olive Ave	BURBANK	CA	91505	50.00
109	Cinram Manufacturing LLC	CLASSIC MEDIA	Customer Terms and Conditions	85 5TH AVENUE			NEW YORK	NY	10003	50.00
110	Cinram Manufacturing LLC	CMG (EMI CINRAM R) DUAL DISC	Customer Terms and Conditions	1600 RICH ROAD			RICHMOND	IN	47374	50.00
111	Cinram Manufacturing LLC	CMH RECORDS	Customer Terms and Conditions	P. O. BOX 39439			LOS ANGELES	CA	90039	50.00
112	Cinram Manufacturing LLC	CMP ENTERTAINMENT	Customer Terms and Conditions	ANCHOR COURT YARD			LIVERPOOL		13445	50.00
113	Cinram Manufacturing LLC	COOL SPRINGS RECORDS	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
114	Cinram Manufacturing LLC	CYPRESS MEDIA	Customer Terms and Conditions	15 NORTH MAIN STREET			WILKES BARRE	PA	18711	50.00
115	Cinram Manufacturing LLC	Sony DADC	Customer Terms and Conditions	1020 LAUREL OAK ROAD			VOORHEES	NJ	08043-3505	50.00
116	Cinram Manufacturing LLC	DATA MEMORY MKTG	Customer Terms and Conditions	950 TAYLOR STATION ROAD			GAHANNA	OH	43230	50.00
117	Cinram Manufacturing LLC	DAYWIND	Customer Terms and Conditions	128 SHIVEL DRIVE			HENDERSONVILLE	TN	37075	50.00
118	Cinram Manufacturing LLC	DELRAY RECORDS	Customer Terms and Conditions	PO BOX 306			COLTS NECK	NJ	7722	50.00
119	Cinram Manufacturing LLC	DIRECT BRANDS	Customer Terms and Conditions	ATTN: KIM KINCADE-MAHONEY	6550 E 30TH STREET		INDIANAPOLIS	IN	46219	50.00
120	Cinram Manufacturing LLC	DIRECT BRANDS (DUAL DISC)	Customer Terms and Conditions	ATTN: KIM KINCADE-MAHONEY	6550 E 30TH STREET		INDIANAPOLIS	IN	46219	50.00
121	Cinram Manufacturing LLC	DISC MEDIA	Customer Terms and Conditions	1430 240TH STREET			HARBOR CITY	CA	90710	50.00
122	Cinram Manufacturing LLC	DISNEY WORLDWIDE SHARED SERVIC	Customer Terms and Conditions	P. O. BOX 10120			LAKE BUENA VISTA	FL	32830	50.00
123	Cinram Manufacturing LLC	DREWS FAMOUS/AMSCAN	Customer Terms and Conditions	45 FERNWOOD AVENUE			EDISON	NJ	8837	50.00
124	Cinram Manufacturing LLC	ECKHART TEACHINGS INC	Customer Terms and Conditions	SUITE 408 - 933 SEYMOUR STREET			VANCOUVER	BC	V6B 6L6	50.00
125	Cinram Manufacturing LLC	EFOAM SOLUTIONS (NOMACD)	Customer Terms and Conditions	3006 ANACONDA ROAD			TARBORO	NC	27886	50.00
126	Cinram Manufacturing LLC	ELECTRIC RCODS	Customer Terms and Conditions	137 WEST MARKET STREET			SCRANTON	PA	18509	50.00
127	Cinram Manufacturing LLC	ELVIS PRESLEY ENTERPRISES	Customer Terms and Conditions	3734 ELVIS PRESLEY BLVD.			MEMPHIS	TN	38116	50.00
128	Cinram Manufacturing LLC	EM DISC MANUFACTURING	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
129	Cinram Manufacturing LLC	EXCLAIM ENTERTAINMENT	Customer Terms and Conditions	P. O. BOX 797361			DALLAS	TX	75379	50.00
130	Cinram Manufacturing LLC	FAILSAFE MEDIA	Customer Terms and Conditions	475 CAPITAL DRIVE			LAKE ZURICH	IL	60047	50.00
131	Cinram Manufacturing LLC	FEARLESS RECORDS	Customer Terms and Conditions	16400 PCH #203			HUNTINGTON BEACH	CA	92649	50.00
132	Cinram Manufacturing LLC	FILM FOR THOUGHT INC	Customer Terms and Conditions	4615 SW 60TH PLACE			PORTLAND	OR	97221	50.00
133	Cinram Manufacturing LLC	FLICKER ALLEY LLC	Customer Terms and Conditions	1566 COURTNEY AVENUE			LOS ANGELES	CA	90046	50.00
134	Cinram Manufacturing LLC	FORGE RECORDING	Customer Terms and Conditions	100 MILL ROAD			ORELAND	PA	19075	50.00
135	Cinram Manufacturing LLC	FORREST INCENTIVES	Customer Terms and Conditions	230 FAIRHILL STREET			WILLOW GROVE	PA	15090	50.00
136	Cinram Manufacturing LLC	FRIZZLE FRY	Customer Terms and Conditions	C/O ZEISLER, ZEISLER & RAWSON,	901 A STREET		SAN RAFAEL	CA	94901	50.00
137	Cinram Manufacturing LLC	GAYLORD ENT DBA GRAND OLE OPRY	Customer Terms and Conditions	2804 OPRYLAND DRIVE			NASHVILLE	TN	37214	50.00
138	Cinram Manufacturing LLC	GIANT INTERACTIVE LLC	Customer Terms and Conditions	88 TENTH AVENUE			NEW YORK	NY	10011	50.00
139	Cinram Manufacturing LLC	GLASS NOTE RECORDS INC	Customer Terms and Conditions	770 LEXINGTON AVE.			NEW YORK	NY	10065	50.00
140	Cinram Manufacturing LLC	GLYNLYON INC	Customer Terms and Conditions	300 N. MCKEEMY AVENUE			CHANDLER	AZ	85226	50.00
141	Cinram Manufacturing LLC	GRATEFUL DEAD PRODUCTION INC	Customer Terms and Conditions	C/O GELFAND RENNET FELDMAN LL	1880 CENTURY PARK EAST, SUITE 3600		LOS ANGELES	CA	90067	50.00
142	Cinram Manufacturing LLC	GREAT NORTH ROAD AMERICA	Customer Terms and Conditions	11443 SE PLANDOME DRIVE			HOBE SOUND	FL	33455	50.00
143	Cinram Manufacturing LLC	GREEN TECHNOLOGY	Customer Terms and Conditions	236 W MOUNTAIN STREET			PASADENA	CA	91103	50.00
144	Cinram Manufacturing LLC	GWP	Customer Terms and Conditions	32 PARK STREET			MONTCLAIR	NJ	7042	50.00
145	Cinram Manufacturing LLC	HACHETTE BOOK GROUP USA	Customer Terms and Conditions	237 PARK AVENUE			NEW YORK	NY	10017	50.00
146	Cinram Manufacturing LLC	HACHETTE BOOK GROUP USA	Customer Terms and Conditions	237 PARK AVENUE			NEW YORK	NY	10017	50.00
147	Cinram Manufacturing LLC	HARPER COLLINS PUBLISHING	Customer Terms and Conditions	10 E. 53RD ST.			NEW YORK	NY	10022	50.00
148	Cinram Manufacturing LLC	HARPERCOLLINS PUBLISHERS	Customer Terms and Conditions	1995 MARKHAM RD.			SCARBOROUGH	ON	M1B 5M8	50.00
149	Cinram Manufacturing LLC	HART SHARP VIDEO	Customer Terms and Conditions	575 BROADWAY			NEW YORK	NY	10012	50.00

Customer (T&C Agreements)

Ref No.	Cinram Party	Counterparty	Table of Agreement	Address of Counterparty Line 1	Address of Counterparty Line 2	Address of Counterparty Line 3	Address of Counterparty Line 4	Address of Counterparty Line 5	Address of Counterparty Line 6	Cure Amount
150	Cinram Manufacturing LLC	HARVEST TRADING GROUP	Customer Terms and Conditions	61 ACCORD PARK DRIVE			NORWELL	MA	2061	\$0.00
151	Cinram Manufacturing LLC	HAWAII CALLS, INC	Customer Terms and Conditions	554 KAHA STREET			KAILUA	HI	96734	\$0.00
152	Cinram Manufacturing LLC	HAYMARKET BOOKS	Customer Terms and Conditions	4015 N ROCKWELL STREET			CHICAGO	IL	60618	\$0.00
153	Cinram Manufacturing LLC	HENDRICKSON PUBLISHERS	Customer Terms and Conditions	140 SUMMIT STREET			PEABODY	MA	1961	\$0.00
154	Cinram Manufacturing LLC	ILA MANAGEMENT	Customer Terms and Conditions	1100 GLENDON AVENUE			LOS ANGELES	CA	90024	\$0.00
155	Cinram Manufacturing LLC	ILA MGMT	Customer Terms and Conditions	1100 GLENDON AVENUE			LOS ANGELES	CA	91505	\$0.00
156	Cinram Manufacturing LLC	INGENIOUS DESIGN	Customer Terms and Conditions	80 RODEO DRIVE			EDGEWOOD	NY	11717	\$0.00
157	Cinram Manufacturing LLC	INTEGRITY RESOURCES	Customer Terms and Conditions	501 METROPLEX DRIVE			NASHVILLE	TN	37211	\$0.00
158	Cinram Manufacturing LLC	OMEGA CORPORATION	Customer Terms and Conditions	4059 S. 1900 W			ROY	UT	84067	\$0.00
159	Cinram Manufacturing LLC	OMEGA INTERNATIONAL SA	Customer Terms and Conditions	GENEVA BUSINESS CENTER	AVENUE DE MORGINES	12, PETIT LANCY - 1213	GENEVA			\$0.00
160	Cinram Manufacturing LLC	ISAAC ENTERTAINMENT LLC	Customer Terms and Conditions	6395 OLD SHADBURN FERRY ROAD			BUFORD	GA	30518	\$0.00
161	Cinram Manufacturing LLC	JVC DISC AMERICA	Customer Terms and Conditions	#2 JVC ROAD			TUSCALOOSA	AL	35405-3598	\$0.00
162	Cinram Manufacturing LLC	KOCH	Customer Terms and Conditions	22 HARBOR PARK DRIVE			PORT WASHINGTON	NY	11050	\$0.00
163	Cinram Manufacturing LLC	KRAGEN AND COMPANY	Customer Terms and Conditions	14039 AUBREY ROAD			BEVERLY HILLS	CA	90210	\$0.00
164	Cinram Manufacturing LLC	KRITZERLAND	Customer Terms and Conditions	4804 LAUREL CANYON BLVD			VALLEY VILLAGE	CA	91607	\$0.00
165	Cinram Manufacturing LLC	LATOCKI TEAM CREATIVE LLC	Customer Terms and Conditions	700 CRAIGHEAD STREET			NASHVILLE	TN	37204	\$0.00
166	Cinram Manufacturing LLC	LIQUID	Customer Terms and Conditions	PO BOX 32270			AMARILLO	TX	79120	\$0.00
167	Cinram Manufacturing LLC	LIVING LANGUAGE (RANDOM HOUSE)	Customer Terms and Conditions	400 HAHN ROAD			WESTMINSTER	MD	21157	\$0.00
168	Cinram Manufacturing LLC	MACK AVENUE RECORDS	Customer Terms and Conditions	19900 HARPER AVENUE			HARPER WOODS	MI	48225	\$0.00
169	Cinram Manufacturing LLC	MACMILLAN AUDIO	Customer Terms and Conditions	175 FIFTH AVENUE			NEW YORK	NY	10010	\$0.00
170	Cinram Manufacturing LLC	MAGNA CARTA	Customer Terms and Conditions	C/O PELICAN MKTG & MGT	A1 COUNTRY CLUB ROAD		EAST ROCHESTER	NY	14445	\$0.00
171	Cinram Manufacturing LLC	MAGNA HOME ENTERTAINMENT	Customer Terms and Conditions	83 FLEMINGTON ROAD	NORTH MELBOURNE		VICTORIA		3051	\$0.00
172	Cinram Manufacturing LLC	MAGNOLIA PICTURES LLC	Customer Terms and Conditions	2222 S. BARRINGTON AVENUE			LOS ANGELES	CA	90064	\$0.00
173	Cinram Manufacturing LLC	MALACO RECORDS	Customer Terms and Conditions	3023 WEST NORTHSIDE DRIVE			JACKSON	MS	39213	\$0.00
174	Cinram Manufacturing LLC	MATADOR RECORDS	Customer Terms and Conditions	304 HUDSON STREET			NEW YORK	NY	10013	\$0.00
175	Cinram Manufacturing LLC	MEDIA VISION	Customer Terms and Conditions	957 WHALLEY ROAD			CHARLOTTE	VT	05445-9528	\$0.00
176	Cinram Manufacturing LLC	MEMBRAN MEDIA GMBH	Customer Terms and Conditions	LANGENHORN CHAUSSEE 44 A			HAMBURG		22335	\$0.00
177	Cinram Manufacturing LLC	MERGE RECORDS	Customer Terms and Conditions	PO BOX 3306			DURHAM	NC	27702-3306	\$0.00
178	Cinram Manufacturing LLC	METROPOLIS RECORDS	Customer Terms and Conditions	2106 JACKSON STREET #2			SAN FRANCISCO	CA	94115	\$0.00
179	Cinram Manufacturing LLC	METZGERS PRINTING	Customer Terms and Conditions	207 ARCO DRIVE			TOLEDO	OH	43607	\$0.00
180	Cinram Manufacturing LLC	MIDWEST CENTER FOR STRESS/ANXI	Customer Terms and Conditions	112 NORTH CHURCH STREET			OAK HARBOR	OH	43449	\$0.00
181	Cinram Manufacturing LLC	MILESTONE FILM AND VIDEO	Customer Terms and Conditions	PO BOX 128			HARRINGTON PAR	K NJ	7640	\$0.00
182	Cinram Manufacturing LLC	MMO	Customer Terms and Conditions	50 EXECUTIVE BLVD			ELMSFORD	NY	10523	\$0.00
183	Cinram Manufacturing LLC	MOD TECHNOLOGIES	Customer Terms and Conditions	522 NORTH STATE ROAD			BRIARCLIFF MANO	NY	10510	\$0.00
184	Cinram Manufacturing LLC	MODUS MEDIA	Customer Terms and Conditions	C/O MODUSLINK SOLUTION SERVICE	51 UBI Avenue 3		SINGAPORE		408858	\$0.00
185	Cinram Manufacturing LLC	MODUS-LINK	Customer Terms and Conditions	C/O MODUSLINK SOLUTION SERVICE	51 Ubi Avenue 3		SINGAPORE		408858	\$0.00
186	Cinram Manufacturing LLC	MONGREL MEDIA INC	Customer Terms and Conditions	1028 QUEEN STREET WEST			TORONTO	ON	M6J 1H6	\$0.00
187	Cinram Manufacturing LLC	MSR MEDIA LLC*	Customer Terms and Conditions	11301 WEST OLYMPIC BLVD			LOS ANGELES	CA	90064	\$0.00
188	Cinram Manufacturing LLC	MULTI PACKAGING SOLUTIONS	Customer Terms and Conditions	PO BOX 26127			LANSING	MI	48909	\$0.00
189	Cinram Manufacturing LLC	MULTI PACKAGING SOLUTIONS INC	Customer Terms and Conditions	5800 W. GRAND RIVER AVENUE			LANSING	MI	48906	\$0.00
190	Cinram Manufacturing LLC	MUSICAL CONCEPTS	Customer Terms and Conditions	43-40 34TH STREET			LONG ISLAND CI	T NY	11101	\$0.00
191	Cinram Manufacturing LLC	MUSICAL KIDZ	Customer Terms and Conditions	PO BOX 1429			REDWAY	CA	95560	\$0.00
192	Cinram Manufacturing LLC	NAM INC	Customer Terms and Conditions	931 VILLAGE BLVD			WEST PALM BEAC	H FL	33409	\$0.00
193	Cinram Manufacturing LLC	NE PA PHILHARMONIC	Customer Terms and Conditions	4101 BIRNEY AVENUE			MOOSIC	PA	18507	\$0.00
194	Cinram Manufacturing LLC	NETFLIX	Customer Terms and Conditions	100 WINCHESTER CIRCLE			LOS GATOS	CA	95032	\$0.00
195	Cinram Manufacturing LLC	NETTWERK RECORDS LLC	Customer Terms and Conditions	1650 WEST 2ND AVENUE			VANCOUVER	BC	V6J 4R3	\$0.00
196	Cinram Manufacturing LLC	NEW CASTLE ENTERTAINMENT	Customer Terms and Conditions	20747 PACIFIC COAST HIGHWAY			MALIBU	CA	90265	\$0.00
197	Cinram Manufacturing LLC	NEW HAVEN RECORDS LLC	Customer Terms and Conditions	741 COOL SPRING BLVD			FRANKLIN	TN	37067	\$0.00
198	Cinram Manufacturing LLC	OPTICAL EXPERTS MFG INC	Customer Terms and Conditions	8500 S. TRYON STREET			CHARLOTTE	NC	28273	\$0.00
199	Cinram Manufacturing LLC	OPTICAL LENZ (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	\$0.00
200	Cinram Manufacturing LLC	PARAMOUNT STUDIOS	Purchase Orders Only	5555 MELROSE AVENUE			HOLLYWOOD	CA	90038	\$0.00
201	Cinram Manufacturing LLC	PATTERSON PRODUCTS INC	Customer Terms and Conditions	6802 MEADE DRIVE			COLLEYVILLE	TX	76034	\$0.00
202	Cinram Manufacturing LLC	PBS DIST	Customer Terms and Conditions	2100 CRYSTAL DRIVE			ARLINGTON	VA	22202	\$0.00
203	Cinram Manufacturing LLC	PBS DISTRIBUTION	Customer Terms and Conditions	2100 CRYSTAL DRIVE			ARLINGTON	VA	22202	\$0.00
204	Cinram Manufacturing LLC	PEARL RECORDS	Customer Terms and Conditions	c/o O'NEIL HAGAMAN, PLLC	3310 West End Ave., #400		NASHVILLE	TN	37203	\$0.00
205	Cinram Manufacturing LLC	PENGUIN GROUP	Customer Terms and Conditions	P.O. BOX 3002			LIVONIA	MI	48151-3002	\$0.00
206	Cinram Manufacturing LLC	PENGUIN USA	Customer Terms and Conditions	P.O. BOX 3002			LIVONIA	MI	48151-3002	\$0.00
207	Cinram Manufacturing LLC	PERSEUS BOOKS	Customer Terms and Conditions	2465 CENTRAL AVENUE			BOULDER	OH	80301	\$0.00
208	Cinram Manufacturing LLC	PICTORIAL OFFSET CORPORATION	Customer Terms and Conditions	111 AMOR AVENUE			CARLSTADT	NJ	7072	\$0.00
209	Cinram Manufacturing LLC	PINE CASTLE RECORDING	Customer Terms and Conditions	2881 NC 108 HWY E			COLUMBUS	NC	28722	\$0.00
210	Cinram Manufacturing LLC	POCONO LAKE REGION	Customer Terms and Conditions	2512 ROUTE 6 SUITE 2			HAWLEY	PA	18428	\$0.00
211	Cinram Manufacturing LLC	POLAR BEAR PRODUCTIONS LTD	Customer Terms and Conditions	23-845 DAKOTA STREET	SUITE 355		WINNIPEG	MB	R2M 5M3	\$0.00
212	Cinram Manufacturing LLC	PORCHLIGHT ENT (KOCH)	Customer Terms and Conditions	22 HARBOR PARK DRIVE			PORT WASHINGTON	NY	11050	\$0.00
213	Cinram Manufacturing LLC	POST MODERN	Customer Terms and Conditions	4551 GLENCOE AVENUE #205			MARINA DEL REY	CA	90292	\$0.00
214	Cinram Manufacturing LLC	PRANAMAYA	Customer Terms and Conditions	2 CONNECTICUT STREET			SAN FRANCISCO	CA	94107	\$0.00
215	Cinram Manufacturing LLC	PRAWN SONG RECORDS INC	Customer Terms and Conditions	1100 THIRD STREET			SAN RAFAEL	CA	94901	\$0.00
216	Cinram Manufacturing LLC	PRECISION SOUND	Customer Terms and Conditions	#107-3060 NORLAND AVENUE			BC CANADA		V5B 3A8	\$0.00
217	Cinram Manufacturing LLC	PRINCETON REVIEW (RANDOM HOUS)	Customer Terms and Conditions	400 HAHN ROAD			WESTMINSTER	MD	21157	\$0.00
218	Cinram Manufacturing LLC	PRODUCTION PRO	Customer Terms and Conditions	780 BLUSSE HWY			PARK RIDGE	IL	60068	\$0.00
219	Cinram Manufacturing LLC	PROFESSIONAL BULL RIDERS	Customer Terms and Conditions	101 W RIVERWALK			PUEBLO	CO	81003	\$0.00
220	Cinram Manufacturing LLC	PROMEDIA DIGITAL	Customer Terms and Conditions	3777 BUSINESS PARK DRIVE			COLUMBUS	OH	43204-5039	\$0.00

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221	Cinram Manufacturing LLC	PROB MARKETING OF AMERICA	Customer Terms and Conditions	478 BAY ST. UNIT 208	UNIT 208		MIDLAND	ON	LAR 1K9	50.00
222	Cinram Manufacturing LLC	PROVIDENT MUSIC GROUP	Customer Terms and Conditions	741 COOLS SPRINGS BLVD			FRANKLIN	TN	37067	50.00
223	Cinram Manufacturing LLC	PRUDENTIAL GROUP INSURANCE	Customer Terms and Conditions	80 LIVINGSTON AVENUE			ROSELAND	NJ	7068	50.00
224	Cinram Manufacturing LLC	PTARMIGAN FILMS	Customer Terms and Conditions	1119 COLORADO AVENUE			SANTA MONICA	CA	90401	50.00
225	Cinram Manufacturing LLC	PUTNAM PUBLISHING	Customer Terms and Conditions	P.O.BOX 3002			LIVONIA	M	48151-3002	50.00
226	Cinram Manufacturing LLC	QUEBECOR WORLD	Customer Terms and Conditions	1133 COUNTY ROAD			TALINTON	MA	2780	50.00
227	Cinram Manufacturing LLC	RANDOM HOUSE BOT	Customer Terms and Conditions	400 HAHN ROAD			WESTMINSTER	MD	21157	50.00
228	Cinram Manufacturing LLC	RANDOM HOUSE INC	Customer Terms and Conditions	400 HAHN ROAD			WESTMINSTER	MD	21157	50.00
229	Cinram Manufacturing LLC	RANDOM HOUSE RETAIL	Customer Terms and Conditions	400 HAHN ROAD			WESTMINSTER	MD	21157	50.00
230	Cinram Manufacturing LLC	RAZOR AND TIE DIRECT LLC	Customer Terms and Conditions	214 SULLIVAN STREET			NEW YORK	NY	10012	50.00
231	Cinram Manufacturing LLC	REAL MUSIC	Customer Terms and Conditions	85 LIBERTY SHIP WAY			SAUSALITO	CA	94965	50.00
232	Cinram Manufacturing LLC	REBEL GROUP (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
233	Cinram Manufacturing LLC	RECORDED BOOK	Customer Terms and Conditions	270 SKIPJACK ROAD			PRINCE FREDRICK	MD	20678	50.00
234	Cinram Manufacturing LLC	RED AND GREEN	Customer Terms and Conditions	102 S. TEJON STREET			COLORADO SPRING	CO	80903	50.00
235	Cinram Manufacturing LLC	RED-JAM LLC (REDWIND PROD)	Customer Terms and Conditions	23340 NORTHBROOK LANE			VALENICA	CA	91355	50.00
236	Cinram Manufacturing LLC	RED-JAM LLC	Customer Terms and Conditions	23340 NORTHBROOK LANE			VALENICA	CA	91355	50.00
237	Cinram Manufacturing LLC	REDWIND PRODUCTIONS	Customer Terms and Conditions	23340 NORTHBROOK LANE			VALENICA	CA	91355	50.00
238	Cinram Manufacturing LLC	REEBOX INTERNATIONAL LTD	Customer Terms and Conditions	1895 JW FOSTER BLVD			CANTON	MA	2021	50.00
239	Cinram Manufacturing LLC	REEBOX INTERNATIONAL LTD	Customer Terms and Conditions	1895 JW FOSTER BLVD			CANTON	MA	2021	50.00
240	Cinram Manufacturing LLC	REEL FX INC	Customer Terms and Conditions	301 N CROWDUS STREET			DALLAS	TX	75226	50.00
241	Cinram Manufacturing LLC	REHAB IN MOTION LLC	Customer Terms and Conditions	15275 COLLIER BLVD			NAPLES	FL	34119	50.00
242	Cinram Manufacturing LLC	RIGHT MINDED RECORDS (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
243	Cinram Manufacturing LLC	ROAD RUNNER RECORDS (ATL)	Customer Terms and Conditions	3400 WEST OLIVE AVENUE			BURBANK	CA	91505	50.00
244	Cinram Manufacturing LLC	ROB HALFORD MUSIC LLC	Customer Terms and Conditions	C/O JOHN BAXTER			PHOENIX	AZ	85070	50.00
245	Cinram Manufacturing LLC	RODALE INC	Customer Terms and Conditions	PO BOX 30132			COLLEGE STATION	TX	77842	50.00
246	Cinram Manufacturing LLC	RON SMITH SPEC MRKT/WORD	Customer Terms and Conditions	ACCOUNTS PAYABLE DEPT			HOT SPRINGS	AR	71903	50.00
247	Cinram Manufacturing LLC	RSPT LLC DBA RADIO SPIRITS	Customer Terms and Conditions	220 LITTLE FALLS RD			LITTLE FALLS	NJ	7009	50.00
248	Cinram Manufacturing LLC	RSVP AND ACT INC (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT KISCO	NY	10549	50.00
249	Cinram Manufacturing LLC	SAGUARO ROADS RECORDS	Customer Terms and Conditions	JAF STATION PO BOX 2183			NEW YORK	NY	10116-2183	50.00
250	Cinram Manufacturing LLC	SAUNDERS SOFTWARE DUPLICATION	Customer Terms and Conditions	1237 STONEHAM COURT			MCLEAN	VA	22101	50.00
251	Cinram Manufacturing LLC	SCREEN MEDIA VENTURES	Customer Terms and Conditions	757 3RD AVENUE			NEW YORK	NY	10017	50.00
252	Cinram Manufacturing LLC	SEETHINK LLC	Customer Terms and Conditions	16 BROADWAY #1			BROOKLYN	NY	11216	50.00
253	Cinram Manufacturing LLC	SHAMBHALA PUBLICATIONS	Customer Terms and Conditions	300 MASSACHUSETTS AVENUE			BOSTON	MA	2115	50.00
254	Cinram Manufacturing LLC	SHAPE MEDIA LLC (EM DISC)	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
255	Cinram Manufacturing LLC	SHAPE MEDIA LLC **PFL**	Customer Terms and Conditions	875 AVENUE OF THE AMERICAS			NEW YORK	NY	10001	50.00
256	Cinram Manufacturing LLC	SHRAPNEL RECORDS INC	Customer Terms and Conditions	PO Box P			Novato	CA	94948	50.00
257	Cinram Manufacturing LLC	SILVERBIRCH PRODUCTIONS	Customer Terms and Conditions	680 QUEEN'S QUAY WEST			TORONTO	ON	MSV 2Y9	50.00
258	Cinram Manufacturing LLC	SIM AND SCHUSTER	Customer Terms and Conditions	1230 SIXTH AVENUE			NEW YORK	NY	10020	50.00
259	Cinram Manufacturing LLC	SIMON AND SCHUSTER	Customer Terms and Conditions	1639 ROUTE 10 EAST			PARSIPPANY	NJ	7054	50.00
260	Cinram Manufacturing LLC	SMITHSONIAN INSTITUTION	Customer Terms and Conditions	750 9TH STREET NW			WASHINGTON	DC	20560	50.00
261	Cinram Manufacturing LLC	SOFTWARE LOGISTICS LTD	Customer Terms and Conditions	UNIT 7 THE VALLEY BUSINESS CEN			HIGH WYCOMBE		HP13 6EQ	50.00
262	Cinram Manufacturing LLC	SOKOLOWSKI STUDIOS	Customer Terms and Conditions	111 MID VALLEY ROAD			LAKE ARIEL	PA	18436	50.00
263	Cinram Manufacturing LLC	SOUNDS TRUE	Customer Terms and Conditions	413 S. ARTHUR AVENUE			LOUISVILLE	CO	80027	50.00
264	Cinram Manufacturing LLC	SOUNDS TRUE INC	Customer Terms and Conditions	413 S. ARTHUR			LOUISVILLE	CO	80027	50.00
265	Cinram Manufacturing LLC	SOURCE INTERLINK MEDIA	Customer Terms and Conditions	831 S DOUGLAS STREET			EL SEGUNDO	CA	90245	50.00
266	Cinram Manufacturing LLC	SPA (OH)	Customer Terms and Conditions	119 NORTHEAST DRIVE			LOVELAND	OH	45140	50.00
267	Cinram Manufacturing LLC	SPA (PA)	Customer Terms and Conditions	800 BURSCA DRIVE			BRIDGEVILLE	PA	15017	50.00
268	Cinram Manufacturing LLC	SPI MUSIC INC	Customer Terms and Conditions	280 NORTH BEDFORD ROAD			MT. KISCO	NY	10549	50.00
269	Cinram Manufacturing LLC	SPRINGHILL MUSIC GROUP	Customer Terms and Conditions	101 WINNERS CIRCLE			BRENTWOOD	TN	37027	50.00
270	Cinram Manufacturing LLC	ST MARTINS PRESS LLC	Customer Terms and Conditions	ATTN: BILL REES			NEW YORK	NY	10010	50.00
271	Cinram Manufacturing LLC	SUCCESSION SOLUTIONS INC	Customer Terms and Conditions	11108 DOWNS ROAD			PINEVILLE	NC	28134	50.00
272	Cinram Manufacturing LLC	SYBERSOUND	Customer Terms and Conditions	PO BOX 6464			MALIBU	CA	90265	50.00
273	Cinram Manufacturing LLC	TECHNICOLOR-DISNEY DOMESTIC	Customer Terms and Conditions	PO BOX 2639			RANCHO CUCAMONGA	CA	91729-2639	50.00
274	Cinram Manufacturing LLC	TECHNICOLOR-PARAMOUNT DOMESTIC	Customer Terms and Conditions	P.O. BOX 2639			RANCHO CUCAMONGA	CA	91729-2639	50.00
275	Cinram Manufacturing LLC	TECHNICOLOR-WHV DOMESTIC	Customer Terms and Conditions	P.O. BOX 2639			RANCHO CUCAMONGA	CA	91729-2639	50.00
276	Cinram Manufacturing LLC	TELENEXT	Customer Terms and Conditions	825 8TH AVENUE			NEW YORK	NY	10019	50.00
277	Cinram Manufacturing LLC	THE ASYLUM	Customer Terms and Conditions	72 EAST PALM AVENUE			BURBANK	CA	91502	50.00
278	Cinram Manufacturing LLC	THE END RECORDS	Customer Terms and Conditions	94 BOGART STREET			BROOKLYN	NY	11206	50.00
279	Cinram Manufacturing LLC	THE MUSIC CONNECTION	Customer Terms and Conditions	535 S. BROADWAY			HICKSVILLE	NY	11801	50.00
280	Cinram Manufacturing LLC	THE ORCHARD	Customer Terms and Conditions	23 EAST 4TH STREET			NEW YORK	NY	10003	50.00
281	Cinram Manufacturing LLC	THE TAPE HOUSE	Customer Terms and Conditions	7820 VENTURE STREET				BC	VSA 1V3	50.00
282	Cinram Manufacturing LLC	THOMAS NELSON PUBLISHING	Customer Terms and Conditions	501 NELSON PLACE			NASHVILLE	TN	37214-1000	50.00
283	Cinram Manufacturing LLC	THUMP RECORDS	Customer Terms and Conditions	1150 CENTRAL AVENUE			BREA	CA	92821	50.00
284	Cinram Manufacturing LLC	TIME LIFE MUSIC	Customer Terms and Conditions	JAF STATION PO BOX 2183			NEW YORK	NY	10116-2183	50.00
285	Cinram Manufacturing LLC	TIME LIFE MUSIC	Customer Terms and Conditions	8280 WILLOW OAKS			FAIRFAX	VA	22031	50.00
286	Cinram Manufacturing LLC	TOPICS ENTERTAINMENT	Customer Terms and Conditions	3401 LIND AVENUE			RENTON	WA	98057	50.00
287	Cinram Manufacturing LLC	TURN UP THE MUSIC	Customer Terms and Conditions	45 FERNWOOD AVENUE			EDISON	NJ	8837	50.00
288	Cinram Manufacturing LLC	TVT 2	Customer Terms and Conditions	23 EAST 4TH STREET			NEW YORK	NY	10003	50.00
289	Cinram Manufacturing LLC	TVT RECORDS	Customer Terms and Conditions	23 EAST 4TH STREET			NEW YORK	NY	10003	50.00
290	Cinram Manufacturing LLC	TYNDALE HOUSE (WAMO)	Customer Terms and Conditions	351 EXECUTIVE DRIVE			CAROL STREAM	IL	60188	50.00
291	Cinram Manufacturing LLC	VCR ACTIVE MEDIA LTD/SIMON/SCH	Customer Terms and Conditions	55 SUDBURY STREET			TORONTO	ON	M6J 3S7	50.00

Customer (T&C Agreements)

Ref No.	Cinram Party	Counterparty	Table of Agreement	Address of Counterparty Line 1	Address of Counterparty Line 2	Address of Counterparty Line 3	Address of Counterparty Line 4	Address of Counterparty Line 5	Address of Counterparty Line 6	Cure Amount
292	Cinram Manufacturing LLC	WAVE ENTERTAINMENT	Customer Terms and Conditions	244 W 54TH STREET			NEW YORK	NY	10019	\$0.00
293	Cinram Manufacturing LLC	WGBH EDUCATIONAL FOUNDATION	Customer Terms and Conditions	ONE GUEST STREET			BOSTON	MA	2135	\$0.00
294	Cinram Manufacturing LLC	WIDEAWAKE-DEATH ROW ENT	Customer Terms and Conditions	C/O #ONE ENTERTAINMENT			PORT WASHINGTON	NY	11050	\$0.00
295	Cinram Manufacturing LLC	WILLIAM MORRIS ENTERTAINMENT	Customer Terms and Conditions	3601 WILSHIRE BLVD			BEVERLY HILLS	CA	90120	\$0.00
296	Cinram Manufacturing LLC	WIND UP ENTERTAINMENT	Customer Terms and Conditions	79 MADISON AVENUE			NEW YORK	NY	10016	\$0.00
297	Cinram Manufacturing LLC	WORD ENTERTAINMENT	Customer Terms and Conditions	ACCOUNTS PAYABLE DEPT.			HOT SPRINGS	AR	71903	\$0.00
298	Cinram Manufacturing LLC	WORD P AND D	Customer Terms and Conditions	ACCOUNTS PAYABLE DEPT.			HOT SPRINGS	AR	71903	\$0.00
299	Cinram Manufacturing LLC	WORD SPECIAL MARKETS	Customer Terms and Conditions	ACCOUNTS PAYABLE DEPT.			HOT SPRINGS	AR	71903	\$0.00
300	Cinram Manufacturing LLC	WORD WOW PARTNERSHIP	Customer Terms and Conditions	ACCOUNTS PAYABLE			HOT SPRINGS	AR	71903	\$0.00
301	Cinram Manufacturing LLC	WORLD COLOR PRESS	Customer Terms and Conditions	4800 SOUTH SANTA FE AVE.			LOS ANGELES	CA	90058	\$0.00
302	Cinram Manufacturing LLC	WORTHY MEDIA INC	Customer Terms and Conditions	ONE BURTON HILLS BLVD			NASHVILLE	TN	37215	\$0.00
303	Cinram Manufacturing LLC	WSM/BULK	Customer Terms and Conditions	3400 WEST OLIVE AVENUE			BURBANK	CA	91505	\$0.00
304	Cinram Manufacturing LLC	X COUNTRY DIV EATON LANE	Customer Terms and Conditions	PO BOX 291			WILLISTON	VT	05495-0291	\$0.00
305	Cinram Manufacturing LLC	ZEITGEIST FILMS	Customer Terms and Conditions	247 CENTRE STREET			NEW YORK	NY	10013	\$0.00
306	Cinram Manufacturing LLC	ZIGLAR TRAINING SYSTEMS	Customer Terms and Conditions	5055 W PARK			PLAND	TX	75093	\$0.00
307	Cinram Manufacturing LLC	ZONDERVAN (WAMO)	Customer Terms and Conditions	5300 PATTERSON AVENUE S.E.			GRAND RAPIDS	MI	49530	\$0.00
308	Cinram Distribution LLC	5381 PARTNERS LLC	Customer Terms and Conditions	5381 CONGRESS STREET			FAIRFIELD	CT	6824	\$0.00
309	Cinram Distribution LLC	ASPYR	Customer Terms and Conditions	PO BOX 5861			AUSTIN	TX	78746	\$0.00
310	Cinram Distribution LLC	ATARI	Customer Terms and Conditions	417 5TH AVENUE			NEW YORK	NY	10016	\$0.00
311	Cinram Distribution LLC	CINLAT LOGISTICS SA DE C V	Customer Terms and Conditions	LEBRRIA 296-A			IZTAPALA	MX		\$0.00
312	Cinram Distribution LLC	CINRAM INC	Customer Terms and Conditions	4905 MOORES MILL ROAD			HUNTSVILLE	AL	35811	\$0.00
313	Cinram Distribution LLC	COMPANXX	Customer Terms and Conditions	100 RIDINGS WAY			AMBLER	PA	19002	\$0.00
314	Cinram Distribution LLC	D3P	Customer Terms and Conditions	11500 W OLYMPIC BLVD			LOS ANGELES	CA	90064	\$0.00
315	Cinram Distribution LLC	DIGITAL RIVER	Customer Terms and Conditions	27081 ALSO CREEK			ALISO VIEJO	CA	92656	\$0.00
316	Cinram Distribution LLC	IMAGINATION TECHNOLOGIES LTD	Customer Terms and Conditions	HOME PARK ESTATE			HERTFORDSHIRE		WD4 8LZ	\$0.00
317	Cinram Distribution LLC	LEC	Customer Terms and Conditions	1110 GORGAS AVENUE			SAN FRANCISCO	CA	94129	\$0.00
318	Cinram Distribution LLC	MAJESCO ENTERTAINMENT COMPANY	Customer Terms and Conditions	160 RABITAN CENTER PARKWAY			EDISON	NY	8837	\$0.00
319	Cinram Distribution LLC	MAXIMUM FAMILY GAMES	Customer Terms and Conditions	1547 PALOS VERDES MALL			WALNUT CREEK	CA	94597	\$0.00
320	Cinram Distribution LLC	MUSIC BOX FILMS	Customer Terms and Conditions	942 WEST LAKE STREET			CHICAGO	IL	60607	\$0.00
321	Cinram Distribution LLC	NAVARRE CORPORATION	Customer Terms and Conditions	7400 49TH AVENUE NORTH			NEW HOPE	MN	55428	\$0.00
322	Cinram Distribution LLC	ORIENT CROWN	Customer Terms and Conditions	2900 POLO PARKWAY			MIDLOTHIAN	VA	23113	\$0.00
323	Cinram Distribution LLC	PTARMIGAN FILMS	Customer Terms and Conditions	1119 COLORADO AVE			SANTA MONICA	CA	90401	\$0.00
324	Cinram Distribution LLC	PURE.COM	Customer Terms and Conditions	HOME PARK ESTATE			HERTFORDSHIRE		WD4 8LZ	\$0.00
325	Cinram Distribution LLC	RANDOM	Customer Terms and Conditions	400 BENNETT CERF DRIVE			WESTMINSTER	MD	21157	\$0.00
326	Cinram Distribution LLC	SCREEN MEDIA VENTURES	Customer Terms and Conditions	757 3RD AVENUE			NEW YORK	NY	10017	\$0.00
327	Cinram Distribution LLC	STORED VALUES SYSTEMS	Customer Terms and Conditions	101 BULLITT LANE			LOUISVILLE	KY	40222	\$0.00
328	Cinram Distribution LLC	TECMO KOEI	Customer Terms and Conditions	1818 GILBRETH ROAD			BURLINGAME	CA	94010	\$0.00
329	Cinram Distribution LLC	TELENEXT	Customer Terms and Conditions	825 8TH AVENUE			NEW YORK	NY	10019	\$0.00
330	Cinram Distribution LLC	TRU.COM	Customer Terms and Conditions	ONE GEOFFREY WAY			WAYNE	NJ	7470	\$0.00
331	Cinram Distribution LLC	UI ENTERTAINMENT SDF	Customer Terms and Conditions	251 1ST AVENUE NORTH			MINNEAPOLIS	MN	55401	\$0.00
332	Cinram Distribution LLC	UNI	Customer Terms and Conditions	251 1ST AVENUE NORTH			MINNEAPOLIS	MN	55401	\$0.00
333	Cinram Distribution LLC	VIRGIL FILMS AND ENT	Customer Terms and Conditions	403 BROOME STREET			NEW YORK	NY	10013	\$0.00
334	Cinram Distribution LLC	ZOOM SYSTEMS	Customer Terms and Conditions	22 FOURTH STREET			SAN FRANCISCO	CA	94103	\$0.00
335	Cinram Retail Services LLC	BUENA VISTA HOME ENT - CRE	Customer Terms and Conditions	500 S Buena Vista St			Burbank	CA	91521	\$0.00
336	Cinram Retail Services LLC	BUENA VISTA HOME ENTERTAINMENT	Customer Terms and Conditions	500 S Buena Vista St			Burbank	CA	91521	\$0.00
337	Cinram Retail Services LLC	INGRAM ENTERTAINMENT INC - CRE	Customer Terms and Conditions	Two Ingram Blvd			LaVergne	TN	37089	\$0.00
338	Cinram Retail Services LLC	MILLENNIUM MEDIA SERVICES - CRE	Customer Terms and Conditions	5900 Wilshire Blvd			Los Angeles	CA	90036	\$0.00
339	Cinram Retail Services LLC	VISION AUSTRALIA - CRE	Customer Terms and Conditions	10809 Continental Dr			Taylor	MI	48180	\$0.00
340	Cinram Retail Services LLC	VIVENDI ENTERTAINMENT	Customer Terms and Conditions	111 Universal Hollywood Dr			Universal City	CA	91608	\$0.00
341	Cinram Retail Services LLC	VIVENDI ENTERTAINMENT - CRE	Customer Terms and Conditions	111 Universal Hollywood Dr			Universal City	CA	91608	\$0.00
342	One K Studios LLC	ANDERSON MERCHANDISING	Customer Terms and Conditions	421 S.E. 34TH AVENUE	Attn: Chris Mower		AMARILLO	TX	79103	\$0.00
343	One K Studios LLC	APPLE COMPUTERS INC	Customer Terms and Conditions	1 INFINITE LOOP	P.O. BOX 149114, MS: 198-2AP	Austin, TX 78714-9114	CUPERTINO	CA	95014	\$0.00
344	One K Studios LLC	BARCHAN ENT CORP	Customer Terms and Conditions	3400 WEST OLIVE AVENUE	Suite 370		BURBANK	CA	91505	\$0.00
345	One K Studios LLC	BBC WORLDWIDE AMERICA	Customer Terms and Conditions	1120 AVENUE OF THE AMERICAS	5th Floor		NEW YORK	NY	10036	\$0.00
346	One K Studios LLC	BEACHBODY	Customer Terms and Conditions	3301 EXPOSITION BLVD	3rd Floor	Attn: Brandon Goetz	SANTA MONICA	CA	90404	\$0.00
347	One K Studios LLC	BODY MEDIA INC	Customer Terms and Conditions	420 FORT DUQUESNE BOULEVARD	Suite 1900	Attn: C. Myers	PITTSBURGH	PA	15222	\$0.00
348	One K Studios LLC	CARTOON NETWORK	Customer Terms and Conditions	PO BOX 4026	Attn: Iason Heslep, BU 1040		ATLANTA	GA	30302-4026	\$0.00
349	One K Studios LLC	CODEBLACK ENTERTAINMENT	Customer Terms and Conditions	111 UNIVERSAL HOLLYWOOD DRIVE	Suite 2260	Attn: Cynthia Clark	UNIVERSAL CITY	CA	91608	\$0.00
350	One K Studios LLC	CONCERT HOT SPOT	Customer Terms and Conditions	2001 BUTTERFIELD RD.	Suite 340	Attn: Cathy Giangrasse	DOWNERS GROVE	IL	60515	\$0.00
351	One K Studios LLC	CURE ENTERTAINMENT	Customer Terms and Conditions	3907 W. ALAMEDA AVE.	Attn: Eddie Francis		BURBANK	CA	91505	\$0.00
352	One K Studios LLC	D FILMS CORPORATION	Customer Terms and Conditions	55 MILLS ST. EAST BLDG.5	Suite 510	Attn: Accounts Payable	TORONTO	ON	M4M 1G4	\$0.00
353	One K Studios LLC	DC COMICS	Customer Terms and Conditions	SUITE 2000 THE POINTE BUILDING	2900 West Alameda Avenue	Attn: Nancy Spears	BURBANK	CA	91505	\$0.00
354	One K Studios LLC	DISNEY EDUCATIONAL PRODUCTS	Customer Terms and Conditions	1201 FLOWER STREET	120A	Attn: Cynthia Anderson	GLENDALE	CA	91201	\$0.00
355	One K Studios LLC	DISNEY INTERACTIVE	Customer Terms and Conditions	521 CIRCLE SEVEN DRIVE			GLENDALE	CA	91201	\$0.00
356	One K Studios LLC	DOMINO REC CO LTD	Customer Terms and Conditions	55 WASHINGTON STREET #742			BROOKLYN	NY	11201	\$0.00
357	One K Studios LLC	EMPOWERED MEDIA	Customer Terms and Conditions	9100 WILSHIRE BLVD.	Suite 520E	Attn: Julian Hsien	BEVERLY HILLS	CA	90212	\$0.00
358	One K Studios LLC	ENDGAME ENTERTAINMENT CO LLC	Customer Terms and Conditions	DBA AMBIENT CONTENT	9100 Wilshire Blvd., Ste. 100W	Attn: Nicholas Angiewicz	BEVERLY HILLS	CA	90212	\$0.00
359	One K Studios LLC	ENTERTAINMENT ONE INC	Customer Terms and Conditions	175 BLOOR ST.	E. Tower North, Suite 1400		TORONTO	ON	M4W 388	\$0.00
360	One K Studios LLC	EVERYDAY HEALTH INC	Customer Terms and Conditions	1250 CONNECTICUT AVENUE	Suite 600	Attn: Accounts Payable	WASHINGTON	DC	20036	\$0.00
361	One K Studios LLC	FEELGOOD ENTERTMT SA	Customer Terms and Conditions	12 ZISIMPOULOU STREET	11524		NEA FILOTHEI ATHENS			\$0.00
362	One K Studios LLC	FOREST INCENTIVES	Customer Terms and Conditions	230 FARHILL STREET	Attn: Accounts Payable		WILLOW GROVE	PA	19090	\$0.00

Customer (T&C Agreements)

Ref No.	Contract Party	Counterparty	Table of Agreement	Address of Counterparty Line 1	Address of Counterparty Line 2	Address of Counterparty Line 3	Address of Counterparty Line 4	Address of Counterparty Line 5	Address of Counterparty Line 6	Cure Amount
363	One K Studios LLC	GRACELAND ENTERPRISES	Customer Terms and Conditions	3734 ELVIS PRESLEY BLVD.	Attn: Accounts Payable		MEMPHIS	TN	38116	\$0.00
364	One K Studios LLC	HBO VIDEO DOMESTIC	Customer Terms and Conditions	1100 AVENUE OF THE AMERICAS	G14-8A	ATTN: SVP, BUSINESS AFFAIRS	NEW YORK	NY	10036	\$0.00
365	One K Studios LLC	IN MOTION ENTERTAINMENT	Customer Terms and Conditions	225 E BROADWAY	Suite 112	Attn: Annabella	GLENDALE	CA	91205	\$0.00
366	One K Studios LLC	TV BUSINESS SERV CENTRE	Customer Terms and Conditions	PO BOX 4296	88-100 QUAY STREET	MANCHESTER	GREATER MANCHESTER		M60 1DX	\$0.00
367	One K Studios LLC	KRITZERLAND	Customer Terms and Conditions	4200 SHADYGLADE AVE.	Attn: Bruce Kimmel		STUDIO CITY	CA	91604	\$0.00
368	One K Studios LLC	LIGHTNING ENTERT	Customer Terms and Conditions	301 ARIZONA AVENUE 4TH FLOOR			SANTA MONICA	CA	90401	\$0.00
369	One K Studios LLC	MARVEL STUDIOS	Customer Terms and Conditions	1600 ROSECRANS AVE.	Bldg. 7, Suite 110	Attn: Andreea Enache-Thun	MANHATTAN BEACH	CA	90266	\$0.00
370	One K Studios LLC	MICHAEL SHUNOCK & MW	Customer Terms and Conditions	820 MOUNT PLEASANT	Attn: MICHAEL SHUNOCK		TORONTO	ON	M4P 2L2	\$0.00
371	One K Studios LLC	MOB SCENE CREATIVE PROD	Customer Terms and Conditions	8447 WILSHIRE BLVD.	3rd Floor	Attn: Josh Berger	BEVERLY HILLS	CA	90211	\$0.00
372	One K Studios LLC	MONGREL MEDIA INC	Customer Terms and Conditions	1028 QUEEN STREET WEST			TORONTO	ON	M6J 1H6	\$0.00
373	One K Studios LLC	MTV NETWORKS EUROPE	Customer Terms and Conditions	17-29 HAWLEY CRESCENT			LONDON		NW1 8TT	\$0.00
374	One K Studios LLC	NAZARENE PUBLISHING	Customer Terms and Conditions	PO BOX 419527	Attn: Bruce Nuffer		KANSAS CITY	MO	64141	\$0.00
375	One K Studios LLC	NETFLIX INC	Customer Terms and Conditions	100 WINCHESTER CIRCLE	Attn: D. Martinez-Warren		LOS ANGELES	CA	95032	\$0.00
376	One K Studios LLC	NICKELDEON VIACOM INT	Customer Terms and Conditions	1515 BROADWAY	42nd Floor	Attn: Marshall Cohen & Joseph Ralehonki	NEW YORK	NY	10036	\$0.00
377	One K Studios LLC	PARADISE ENT DISTRIB GMB	Customer Terms and Conditions	REGISTERED AT AMTSGERICHT HAMBURG	HRB 11 Behringstrasse 28A	Attn: Ralph Boege	HAMBURG		22765	\$0.00
378	One K Studios LLC	PARAMOUNT DIG MAST SERV	Customer Terms and Conditions	RODDENBERRY BUILDING, ROOM 2044-A	5555 Melrose Avenue		HOLLYWOOD	CA	90038	\$0.00
379	One K Studios LLC	PENGUIN GROUP USA	Customer Terms and Conditions	345 HUDSON STREET			NEW YORK	NY	10014	\$0.00
380	One K Studios LLC	PHE	Customer Terms and Conditions	PARAMOUNT PICTURES	WVTO Admin Roddenberry Bld., Room 2044-A	5555 Melrose Avenue	HOLLYWOOD	CA	90038	\$0.00
381	One K Studios LLC	PHEG DIV VGI(N) BV	Customer Terms and Conditions	ATLAS ARENA, ASIA BUILDING 2ND	Hoogoorddreff 5		AMSTERDAM		1101 BA	\$0.00
382	One K Studios LLC	RANDOM HOUSE INC	Customer Terms and Conditions	400 HAHN ROAD	Attn: Accounts Payable		WESTMINISTER	MD	21157	\$0.00
383	One K Studios LLC	RELANCE MEDIA WORKS	Customer Terms and Conditions	2777 N. ONTARIO STREET	Suite 200	Attn: Accounts Payable	BURBANK	CA	91504	\$0.00
384	One K Studios LLC	ROADSHOW FILMS PTY LTD	Customer Terms and Conditions	GPO LOCKED BAG 20025			MELBOURNE		VIC 3001	\$0.00
385	One K Studios LLC	SALIENT MEDIA	Customer Terms and Conditions	8383 WILSHIRE BLVD	Suite 1050	Attn: George Rausch	LOS ANGELES	CA	90211	\$0.00
386	One K Studios LLC	SANTA MONICA VIDEO	Customer Terms and Conditions	4000 W. ALAMEDA AVE.	Suite 1050	Attn: Accounts Payable	BURBANK	CA	91505	\$0.00
387	One K Studios LLC	SCREEN MEDIA VENTURES	Customer Terms and Conditions	757 THIRD AVE.	3rd Floor		NEW YORK	NY	10017	\$0.00
388	One K Studios LLC	SONY COLUMBIA TRI STAR	Customer Terms and Conditions	10202 WEST WASHINGTON BLVD.	Attn: Aileen Cho		CULVER CITY	CA	90232	\$0.00
389	One K Studios LLC	SONY DADC	Customer Terms and Conditions	10202 WEST WASHINGTON BLVD.	Capra 210		CULVER CITY	CA	90232	\$0.00
390	One K Studios LLC	STARZ ENTERTAINMENT	Customer Terms and Conditions	521 FIFTH AVENUE	19th Floor	Attn: Jeremy Howell	NEW YORK	NY	10175	\$0.00
391	One K Studios LLC	STRICTLY UNDERGROUND	Customer Terms and Conditions	STRICTLY UNDERGROUND MAYPOLE Manor	Coller Row Road Coller Row	Attn: Mark Ryder	ROMFORD ESSEX		RMS 28H	\$0.00
392	One K Studios LLC	TELENEXT MEDIA INC	Customer Terms and Conditions	1675 BROADWAY	8th Floor	Attn: Tom Liebau	NEW YORK	NE	10019	\$0.00
393	One K Studios LLC	THE COLLECTIVE	Customer Terms and Conditions	8383 WILSHIRE BLVD, #1050			BEVERLY HILLS	CA	90211	\$0.00
394	One K Studios LLC	VIVENDI ENTERTAINMENT	Customer Terms and Conditions	111 UNIVERSAL HOLLYWOOD DRIVE	Suite 2260		UNIVERSAL CITY	CA	91608	\$0.00
395	One K Studios LLC	WALT DISNEY ST HOME ENT	Customer Terms and Conditions	500 SOUTH BUENA VISTA STREET	Attn: Patti Awakuni		BURBANK	CA	91521-6650	\$0.00
396	One K Studios LLC	WEINSTEIN	Customer Terms and Conditions	9100 WILSHIRE BLVD	7th Floor	Attn: Accounts Payable	BEVERLY HILLS	CA	90212	\$0.00

Note:
The T&C Agreements to be assumed include the associated Replication Rights Agreements executed by the respective customers in connection with them.

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
397	Cinram International Inc.	Alliance Films Inc.	Replication and Distribution Services Agreement	121 Bloor Street East, Suite 1500 Toronto, Ontario M4W 3M5	\$0.00
398	Cinram International Inc.	Alliance Films Inc.	Letter Agreement re: DVD Replication and Distribution Services Agreement	145 King Street East, 3rd Floor, Toronto, ON M5C 2Y7	\$2,588,000.00
399	Cinram International Inc.	Alliance Films Inc.	Letter Agreement re: DVD Replication and Distribution Services Agreement Addendum	145 King Street East, 3rd Floor, Toronto, ON M5C 2Y7	\$575,200.00
400	Cinram International Inc.	Alliance Films Inc.	Retail Inventory Services Agreement	145 King Street East, 3rd Floor, Toronto, ON M5C 2Y7	\$0.00
401	Cinram International Inc.	Alliance Films Inc.	Transportation Rates and Service Agreement	145 King Street East 3rd Floor Toronto, ON M5C 2Y7	\$0.00
402	Cinram International Inc.	Alliance Films Inc.	Letter Agreement re: Transportation Rates and Service Agreement	145 King Street East 3rd Floor Toronto, ON M5C 2Y7	\$0.00
403	Cinram International Inc.	EMI Music Canada	Manufacturing and Distribution Services Agreement (Canada)	3109 American Drive Mississauga, ON, L4V 1B2	\$0.00
404	Cinram International Inc.	Universal Music Canada Inc.	Manufacturing Agreement	2450 Victoria Park Avenue, Willowdale, ON M2J 4A2	\$0.00
405	Cinram International Inc.	Universal Music Canada Inc.	Warehouse and Distribution Services Agreement	2450 Victoria Park Avenue, Willowdale, ON M2J 4A2	\$0.00
406	Cinram International Inc.	Universal Studios Canada Inc.	Distribution Services Agreement	Unit 31 - 120 Dynamic Dr., Scarborough, ON M1V 5C8	\$0.00
407	Cinram International Inc.	Warner Home Video and Warner Bros. Entertainment Canada.	Amended and Restated Security Agreement	400 Warner Blvd., Burbank, California 91522	\$0.00
408	Cinram International Inc. and Cinram GmbH	Warner Home Video and Warner Home Video Germany	European Print Services Agreement	4000 Warner Blvd. Burbank, California 91522 Attn: Clarissa Weirick, EVP & General Counsel	\$0.00
409	Cinram International Inc., Cinram Manufacturing LLC, Cinram Distribution LLC, Cinram GmbH, Cinram France S.A.S., Cinram Optical Discs S.A.S., Cinram Operations UK Limited, Cinram Logistics UK Limited, Cinram Latinoamericana S.A. de C.V. and Cinram Iberia S.L.	Warner Home Video, Warner Home Video Benelux, Warner Home Video France, Warner Home Video Mexico S.A., Warner Home Video UK, Warner Home Video Germany, Warner Home Video Spain and Warner Bros. Entertainment Canada	Distribution Services Agreement	4000 Warner Blvd. Burbank, California 91522 Attn: Clarissa Weirick, EVP & General Counsel	\$0.00
410	Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited	Warner Home Video, Warner Home Video UK and Warner Home Video Germany	Replication Services Agreement	4000 Warner Blvd. Burbank, California 91522 Attn: Clarissa Weirick, EVP & General Counsel	\$0.00
411	Cinram International Inc., Cinram Manufacturing LLC, Cinram Distribution LLC, Cinram GmbH, Cinram France S.A.S., Cinram Optical Discs S.A.S., Cinram Operations UK Limited, Cinram Logistics UK Limited, Cinram Latinoamericana S.A. de C.V., Cinram Iberia S.L.	Warner Home Video, Warner Home Video Benelux, Warner Home Video France, Warner Home Video Mexico S.A., Warner Home Video UK, Warner Home Video Germany, Warner Home Video Spain and Warner Bros. Entertainment Canada	Amended and Restated Security Agreement	4000 Warner Blvd. Burbank, California 91522 Attn: Clarissa Weirick, EVP & General Counsel, Jat Kinn, VP, Business & Legal Affairs	\$0.00
412	Cinram Distribution LLC, Cinram Manufacturing LLC, Cinram International Inc., Cinram GmbH, Cinram France S.A.S., Cinram Optical Discs S.A.S., Cinram Logistics UK Limited, Cinram Operations UK Limited and Cinram Iberia S.L.	Warner Home Video, Warner Bros. Entertainment Canada Inc., Warner Home Video Benelux, Warner Home Video France, Warner Home Video UK, Warner Home Video Germany and Warner Home Video Spain	Settlement Agreement and Release	4000 Warner Blvd. Burbank, California 91522	\$0.00
413	Cinram Manufacturing LLC	Warner Home Video	Subcontractor Non-Disturbance Agreement (Permitted Offload Parties)	4000 Warner Blvd. Burbank, California 91522	\$0.00
414	Cinram International Inc., Cinram GmbH, and Cinram Operations UK Limited	WEA International Inc.	International Manufacturing and PP&S Agreement	75 Rockefeller Plaza New York, New York, 10019	\$0.00
415	Cinram International Inc., Cinram GmbH, and Cinram Operations UK Limited	WEA International Inc.	International Transition Agreement	75 Rockefeller Plaza New York, New York, 10019	\$0.00
416	Cinram International Inc.	WEA International Inc.	Settlement Agreement	75 Rockefeller Plaza New York, New York, 10019	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
417	Cinram International Inc., Cinram Manufacturing LLC, and Cinram Distribution LLC	Warner-Elektra-Atlantic Corporation	US/Canada Manufacturing and PP&S Agreement	75 Rockefeller Plaza New York, New York, 10019	\$0.00
418	Cinram International Inc., Cinram Manufacturing LLC, and Cinram Distribution LLC	Warner-Elektra-Atlantic Corporation	US/Canada Transition Agreement	75 Rockefeller Plaza New York, New York, 10019	\$0.00
419	Cinram Inc. and Cinram International Inc.	Twentieth Century Fox Home Entertainment Inc. and Twentieth Century Fox Home Entertainment Canada Limited	DVD Services Agreement (U.S. and Canada)	P.O. Box 900 Beverly Hills, California 90213 2121 Avenue of the Stars Los Angeles, California 90067 attention, President, TCFHE-US Domestic Division, SVP, Operations, TCFHE-US Domestic Division and Legal Department	\$0.00
420	Cinram Inc. and Cinram International Inc.	Twentieth Century Fox Home Entertainment Inc. and Twentieth Century Fox Home Entertainment Canada Limited	Cassette Duplication and Product Distribution Services Agreement (U.S. and Canada)	P.O. Box 900 Beverly Hills, California 90213 2121 Avenue of the Stars Los Angeles, California 90067 attention, President, TCFHE-US Domestic Division, SVP, Operations, TCFHE-US Domestic Division and Legal Department	\$0.00
421	Cinram International Inc., Cinram Europe B.V., Cinram Optical Disc S.A.S., Cinram GmbH and Cinram Operations U.K. Limited	Twentieth Century Fox Home Entertainment Inc.	DVD Services Agreement (International)	P.O. Box 900 Beverly Hills, California 90213 2121 Avenue of the Stars Los Angeles, California 90067 attention, President, TCFHE-US Domestic Division, SVP, Operations, TCFHE-US Domestic Division and Legal Department	\$0.00
422	Cinram International Inc., Cinram Europe B.V., Cinram France Holdings S.A., Cinram GmbH, Cinram Operations U.K. Limited and Cinram Logistics U.K. Limited	Twentieth Century Fox Home Entertainment Inc., Twentieth Century Fox Home Entertainment B.V., Twentieth Century Fox Home Entertainment France SA, Twentieth Century Fox Home Entertainment Germany GmbH and Twentieth Century Fox Home Entertainment Limited	Cassette Duplication Services and Product Distribution Services Agreement (Europe)	P.O. Box 900 Beverly Hills, California 90213 2121 Avenue of the Stars Los Angeles, California 90067 attention, President, TCFHE-US Domestic Division, SVP, Operations, TCFHE-US Domestic Division and Legal Department	\$0.00
423	Cinram International Inc., Cinram International ULC, Cinram Inc. and IHC Corporation, Cinram (US) Holding's Inc	Twentieth Century Fox Home Entertainment LLC, among Twentieth Century Fox Home Entertainment Inc.	Non-Disturbance Agreement	2121 Avenue of the Stars, Los Angeles, California 90067, atten: Laura Cook	\$0.00
424	Cinram International Inc., Cinram Inc., Cinram Europe B.V., Cinram Optical Discs S.A.S., Cinram Operations UK Limited, Cinram Logistics UK Limited, Cinram GmbH and Cinram France S.A.S.	Twentieth Century Fox Home Entertainment LLC, Twentieth Century Fox Home Canada Limited, Twentieth Century Fox Home B.V., Twentieth Century Fox Home France SA, Twentieth Century Fox Home Germany GmbH	Access Agreement	2121 Avenue of the Stars, Los Angeles, California 90067, atten: Laura Cook	\$0.00
425	Cinram International Inc.	Twentieth Century Fox Home Entertainment LLC	New Business Commission Agreement	2121 Avenue of the Stars Los Angeles, California 90067	\$0.00
426	Cinram Inc.	Lions Gate Entertainment Inc. (acquired Artisan Home Entertainment Inc.)	DVD Services Agreement	2700 Colorado Avenue Santa Monica, CA 90404	\$0.00
427	Cinram Inc.	RML Distribution Domestic, LLC	Exclusivity and Loan Agreement	8899 Beverly Blvd. Suite 510 Los Angeles, CA 90048	\$0.00
428	Cinram Inc.	Relativity Media, LLC	Parent Guaranty	8899 Beverly Blvd. Suite 510 Los Angeles, CA 90048	\$0.00
429	Cinram Inc. and Cinram International Inc.	Twentieth Century Fox Home Entertainment LLC	Term Sheet	2121 Avenue of the Stars Los Angeles, California 90067	\$0.00
430	Cinram Inc. and Cinram International Inc.	Twentieth Century Fox Home Entertainment LLC	Term Sheet	2121 Avenue of the Stars Los Angeles, California 90067	\$0.00
431	Cinram Inc. and Cinram International Inc.	Twentieth Century Fox Home Entertainment LLC	Term Sheet	2121 Avenue of the Stars Los Angeles, California 90067	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
432	Cinram Distribution LLC	Gaiam Americas, Inc.	Inventory Management Services Agreements	833 W. South Boulder Road Louisville, CO 80027 Attn: Davis Hart, Director, Corporate ; copy : Bill Sondheim, President Gaiam Americas, Inc. 350 Madison Avenue 17th Floor New York, NY 10017 copy: Jonathan Lieberman, Esq., Vice President Business & Legal Affairs Gaiam Americas, Inc. 350 Madison Avenue 17th Floor New York, NY 10017	\$0.00
433	Cinram Retail Services LLC	Gaiam Americas, Inc.	Retail Inventory Services Agreement	350 Madison Avenue New York, NY 10017	\$0.00
434	Cinram Distribution LLC	PopCap Games Inc.	Inventory Management Services Agreement	2401 4th Avenue Suite 810 Seattle, WA 98121 Attn: Mr. Dennis Ryan copy ;PopCap Games, Inc. 2401 4th Avenue, Suite 810 Seattle, WA 98121 Attn: General Counsel	\$0.00
435	Cinram Distribution LLC	Best Buy Purchasing LLC	Inventory Management and Retail Distribution Services Agreement	7601 Penn Avenue South Richfield, MN 55423 Attn: VP Logistics Planning CC: VP Logistics Transportation	\$0.00
436	Cinram Distribution LLC	Best Buy Purchasing LLC	Network Access Agreement	Attn: General Counsel 7601 Penn Ave. So. Richfield, MN 55423	\$0.00
437	Cinram Distribution LLC	Ubisoft Inc.	Inventory Management Services Agreement	625 Third Avenue San Francisco, CA 94107 Attn: Linda Stackpoole	\$0.00
438	Cinram Distribution LLC	Sears Roebuck and Co, Kmart Corporation	Inventory Management Services Agreement	3333 Beverly Road Hoffman Estates, IL 60179 Attn: SVP, Supply Chain & Director, Inventory Management copy: Sears Holdings Management Corporation 3333 Beverly Road Hoffman Estates, IL 60179 Attn: General Counsel	\$0.00
439	Cinram Manufacturing LLC	Watchtower Bible and Tract Society of New York, Inc.	Letter Agreement	25 Columbia Heights Brooklyn, NY 11201-2483	\$0.00
440	Cinram Retail Services LLC	Electronic Arts Inc,	Retail Inventory Services Agreement	209 Redwood Shores Parkway Redwood City, CA 94065	\$0.00
441	Cinram Distribution LLC	Take-Two Interactive Software, Inc. and Jack Of All Games, Inc.	Inventory Management Services Agreement	622 Broadway New York, NY 10012 Attn: Chief Executive Officer copy: Take-Two Interactive Software, Inc. 622 Broadway New York, NY 10012 Attn: Legal Department	\$0.00
442	Cinram Distribution LLC	Wells Fargo Capital Finance and Take-Two Interactive Software, Inc.	Bailee Agreement	One Boston Place 18th Floor Boston, Massachusetts 02108	\$0.00
443	Cinram International Inc.	Take-Two Interactive Software, Inc.	Inventory Management Services Agreement	622 Broadway New York, New York 10012	\$0.00
444	Cinram International Inc.	Take-Two Interactive Software, Inc. and Jack Of All Games, Inc.	Guaranty	622 Broadway New York, New York 10012	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
445	Cinram Distribution LLC	Sega of America Inc.	Inventory Management Services Agreement	350 Rhode Island Street Suite 400 San Francisco, CA 94103 Attn: Mr. Thomas P. Dudley copy: SEGA of America, Inc. 350 Rhode Island Street, Suite 400 San Francisco, CA 94103 Attn: Director of Legal	\$0.00
446	Cinram Distribution LLC	Namco Bandai Games America Inc.	Inventory Management Services Agreement	4555 Great America Parkway, Suite 201 Santa Clara, CA 95054 Attn: Jennifer Tersigni Copy: NAMCO BANDAI Games America Inc. 4555 Great America Parkway, Suite 201 Santa Clara, CA 95054 Attn: Legal Dept.	\$0.00
447	Cinram International Inc.	Take-Two Interactive Software, Inc.	Letter of Intent Concerning Canada Transportation Services	622 Broadway New York, NY 10012	\$0.00
448	Ditan Distribution LLC	OfficeMax Incorporated	Third Party Delivery Agreement	263 Shuman Blvd. Naperville, IL 60563	\$0.00
449	Cinram Manufacturing LLC	Rodale Inc.	Terms of Service Agreement	400 South 10th Street Emmaus, PA 18098	\$0.00
450	Cinram Manufacturing LLC	Simon & Schuster Audio, a division of Simon & Schuster, Inc.	Terms and Conditions of Services	1230 Avenue of the Americas New York, NY 10020	\$0.00
451	Cinram Distribution LLC	505 Games (US), Inc.	Inventory Management Services Agreement	5008 Chesebro Road Agoura Hills, CA 91301 Attn: Claudia Cavazza Manager of Operations and Corporate Liaison	\$0.00
452	Cinram Distribution LLC	Arts Alliance America, Inc.	Inventory Management Services Agreement	304 Hudson Street 7th Floor New York, NY 10013 Attn: Mr. Thomas O'Hara, CFO	\$0.00
453	Cinram Distribution LLC	Alliance Distributors Holding Inc.	Inventory Management Services Agreement	1160 Commerce Avenue Bronx, NY 10462 Attn: Jay Gelman, CEO copy: Law Offices of Oscar Folger 521 Fifth Avenue New York, NY 10175 Attn: Oscar Folger, Esq.	\$0.00
454	Cinram Distribution LLC	ASPYR Media, Inc.	Inventory Management Services Agreement	2404 Rio Grande Austin, TX 78705 Attn: Mr. Michael Rodgers, President; copy: PO Box 5861 Austin, TX 78763 Attn: Michael Blair	\$0.00
455	Cinram Distribution LLC	Atari, Inc.	Inventory Management Services Agreement	417 Fifth Avenue New York, NY 10016 Attn: Bob Spellerberg copy: Atari, Inc. 417 Fifth Avenue New York, NY 10016 Attn: Legal Counsel	\$0.00
456	Cinram Distribution LLC	Ceridian Stored Value Solutions, Inc.	Inventory Management Services Agreement	101 Bullitt Lane Louisville, KY 40222 Attn: General Manager	\$0.00
457	Cinram Distribution LLC	CodeMasters, Inc.	Inventory Management Services Agreement	10 Universal City Plaza, Suite 2400 Universal City, CA 91608 Attn: Mr. Geoffrey H. Mulligan, President	\$0.00
458	Cinram Distribution LLC	Company X Accessories, LLC.	Inventory Management Services Agreement	P.O. Box 372 Ambler, PA 19002 Attn: Mr. Matt Segal	\$0.00
459	Cinram Distribution LLC	D3Publisher of America, Inc.	Inventory Management Services Agreement	2615 Pacific Coast Highway, Suite 225 Hermosa Beach, CA 90254 Attn: Ms. Cathy Tische, VP Sales and Marketing	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
460	Cinram Distribution LLC	DR globalTech, Inc.	Inventory Management Services Agreement	DR globalTech, Inc. 27081 Aliso Creek Road, Suite 100 Aliso Viejo, CA 92656 Attn: Sr. Director of Operations copy: DR globalTech, Inc. 9625 West 76th Street Eden Prairie, MN 55344 Attn: Kevin Crudden, Vice	\$0.00
461	Cinram Distribution LLC	DreamCatcher Intertactive, Inc.	Inventory Management Services Agreement	5000 Dufferin Street – Building R Toronto, Ontario M3H 5T5 Canada Attn: Ms. Paula Raposo	\$0.00
462	Cinram Distribution LLC	GameStop, Inc.	Inventory Management Services Agreement	2250 William D. Tate Avenue Grapevine, Texas 76051 Attn: Ms. Angel Sohn	\$0.00
463	Cinram Distribution LLC	Genius Products, LLC	Inventory Management Services Agreement	3301 Exposition Blvd. Santa Monica, CA 90404 Attn: Senior Vice President, Operations copy: Genius Products, LLC 3301 Exposition Blvd. Santa Monica, CA 90404 Attn: SVP, Business and Legal Affairs and SVP/Senior Corporate Counsel	\$0.00
464	Cinram Distribution LLC	Goodbetterbest Ltd.	Inventory Management Services Agreement	Devonshire Business Centre, Works Road Letchworth, Herts SG6 1GJ United Kingdom Attn: Chris Berhelot, SVP of Sales and Marketing, North America	\$0.00
465	Cinram Distribution LLC	Hastings Entertainment, Inc.	Inventory Management Services Agreement	3601 Plains Blvd. Amarillo, TX 79012 Attn: Robert Oram, Director of Interactive	\$0.00
466	Cinram Distribution LLC	Ignition Entertainment Ltd.	Inventory Management Services Agreement	500 N. Central Avenue, Suite 930 Glendale, CA 91203 Attn: Ajay Chadha, President copy: Mel Schulman, Esq. 3130 4th Avenue – Suite 103 San Diego, CA 92103	\$0.00
467	Cinram Distribution LLC	KOEI, Inc.	Inventory Management Services Agreement	29863 Santa Margarita Pkwy., Suite 100 Rancho Santa Margarita, CA 92688 Attn: Matthew Scott, President	\$0.00
468	Cinram Distribution LLC	LucasArts, a division of Lucasfilm Entertainment Company Ltd.	Inventory Management Services Agreement	1110 Gorgas Avenue San Francisco, CA 94129 Attn: Evelynne Bolling	\$0.00
469	Cinram Distribution LLC	Macy's Corporate Services, Inc.	Inventory Management Services Agreement	7 West Seventh Street Cincinnati, Oh 45202 Attn: Robert G. Crabtree	\$0.00
470	Cinram Distribution LLC	Magix AG	Inventory Management Services Agreement	Rotherstrasse 19 10245 Berlin, Germany Attn: Mr. Jurgen Jaron copy: MAGIX AG Michael Niermann General Manager One Valleywood Dr. #302 Markham, ON L3R 5L9 Canada	\$0.00
471	Cinram Distribution LLC	Magnolia Home Entertainment	Inventory Management Services Agreement	2222 South Barrington Avenue Los Angeles, CA 90064 Attn: Randy Wells; Attn: Gabe Monterrubio	\$0.00
472	Cinram Distribution LLC	Mastiff, LLC	Inventory Management Services Agreement	2762 Octavia Street – Suite B San Francisco, CA 94123 Attn: Mr. William Swartz	\$0.00
473	Cinram Distribution LLC	NC Soft Interactive	Inventory Management Services Agreement	6801 N. Capital of Texas Hwy. Building 1, Suite 102 Austin, TX 78731 Attn: Mr. Michael Grajeda, CFO	\$0.00
474	Cinram Distribution LLC	NIS America, Inc.	Inventory Management Services Agreement	1221 East Dyer Road, Suite 210 Santa Ana, CA 92705 Attn: Johanna Hirota	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
475	Cinram Distribution LLC	O-Games, Inc.	Inventory Management Services Agreement	2015 Birch Avenue San Carlos, CA 94070 Attn: Greg Lanz, General Manager	\$0.00
476	Cinram Distribution LLC	Orchard Enterprises NY, Inc. d/b/a TVT Distribution	Inventory Management Services Agreement	100 Park Avenue – 2nd Floor New York, NY 10017 Attn: Mr Paul Raimer	\$0.00
477	Cinram Distribution LLC	Pioneer Distributors, Inc.	Inventory Management Services Agreement	15355 Raymer Street Van Nuys, CA 91406 Attention: Mr. Ben Nabati, Partner	\$0.00
478	Cinram Distribution LLC	Porchlight Entertainment	Inventory Management Services Agreement	11050 Santa Monica Blvd., 3rd Floor Los Angeles, CA 90025 Atn: Garry Jones, Sr. VP / Jeff Gonzalez, CFO	\$0.00
479	Cinram Distribution LLC	Prima Games, Inc.	Inventory Management Services Agreement	3000 Lava Ridge Court Roseville, CA 95661 Attn: Mr. Mark Hughes	\$0.00
480	Cinram Distribution LLC	SNK PLAYMORE USA Corporation	Inventory Management Services Agreement	1720 Highway 34 PO BOX 1140 Wall, NJ 07719 Attn: Ben Herman, President	\$0.00
481	Cinram Distribution LLC	Sony Online Entertainment LLC	Inventory Management Services Agreement	8928 Terman Court San Diego, CA 92121 Attn: Mr. Phil Tish copy: Office of General Counsel	\$0.00
482	Cinram Distribution LLC	Southport Music Box Corporation	Inventory Management Services Agreement	942 West Lake Street Chicago, IL 60607 Attn: Scott Luke	\$0.00
483	Cinram Distribution LLC	Square Enix LLC	Inventory Management Services Agreement	999 N. Sepulveda Blvd., 3rd Floor Los Angeles, CA 90045 Attn: Mr. Ron Kurtz.	\$0.00
484	Cinram Distribution LLC	Starbucks Coffee Company	Inventory Management Services Agreement	2401 Utah Avenue South, Suite 800 Seattle, WA 98134 Attn: Vice President of SCO Operations	\$0.00
485	Cinram Distribution LLC	Strategy First, Inc.	Inventory Management Services Agreement	147 St. Paul West, Suite 300 Montreal, Quebec, Canada H2Y 1Z5 Attn: President copy: Silverstar Holdings, Ltd. 6100 Glades Raod, Suite 305 Boca Raton, FL 33434 Attn: Clive Kabatznik, President & CEO	\$0.00
486	Cinram Distribution LLC	Toys "R" Us, Inc.	Inventory Management Services Agreement	One Geoffrey Way Wayne, NJ 07470 Attn: Senior Director of Logistics Copy: Toys "R" Us, Inc. One Geoffrey Way Wayne, NJ 07470 Attn: General Counsel	\$0.00
487	Cinram Distribution LLC	Transworld Entertainment	Inventory Management Services Agreement	38 Corporate Circle Albany, NY 12203 Attn: Corporate Controller copy: Transworld Entertainment 38 Corporate Circle Albany, NY 12203 Attn: Legal Department	\$0.00
488	Cinram Distribution LLC	U&I Entertainment	Inventory Management Services Agreement	4528 France Avenue South Minneapolis, MN 55410 Attn: Marty Hawk	\$0.00
489	Cinram Distribution LLC	XSeed JKS, Inc.	Inventory Management Services Agreement	XSeed Marketing, Inc. 23001 Hawthorne Boulevard, Suite 205 Torrance, CA 90503 Attn: Mr. Sean Montgomery copy: XSeed JKS, Inc. XSeed Marketing, Inc. 23001 Hawthorne Boulevard, Suite 205 Torrance, CA 90503 Attn: Mr. Ken Berry	\$0.00

Customer Contracts (Agreements)

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
490	Cinram Distribution LLC	NewZoom, Inc.	Inventory Management Services Agreement	625 Second Avenue, 1st Floor San Francisco, CA 94107 Attn: Mr. Matt Confer, VP, Finance	\$0.00
491	Cinram Distribution LLC	Deep Silver	Inventory Management Services Agreement	2615 Pacific Coast Highway, Suite 225 Hermosa Beach, CA 90254 Attn: Ms. Cathy Tische, VP Sales and Marketing	\$0.00
492	Cinram Distribution LLC	Little Orbit, LLC	Inventory Management Services Agreement	29863 Santa Margarita Pkwy., Suite 100 Rancho Santa Margarita, CA 92688 Attn: Matthew Scott, President	\$0.00
493	Cinram Inc.	MAPLE PICTURES CORP	Customer Terms and Conditions	455 ST.ANTOINE W., STE300, Montreal, QC H2Z 1J1 Attn: Accounts Payable	\$0.00
494	Cinram Manufacturing LLC	EM PRODUCTIONS LLC	Inventory Management Services Agreement	9100 WILSHIRE BOULEVARD BEVERLY HILLS CA 90212	\$0.00
495	Cinram Manufacturing LLC	RED-JAM LLC	Inventory Management Services Agreement	23340 NORTHBROOK LANE Valencia, CA 91355	\$0.00
496	Cinram Manufacturing LLC	REDWIND PRODUCTIONS	Inventory Management Services Agreement	23340 NORTHBROOK LANE Valencia, CA 91355	\$0.00
497	Cinram Retail Services LLC	New Video Group, Inc	Retail Inventory Services Agreement	902 Broadway New York, NY 10010	\$0.00
498	Cinram Retail Services LLC	Alliance Films, Inc.	Retail Inventory Services Agreement	145 King Street East Suite 300 Toronto, Ontario M5C 2Y7	\$0.00
499	Cinram Retail Services LLC	Millenium Media Services, LLC	Retail Inventory Services Agreement	2000 Avenue of the Stars Suite 350 Los Angeles, CA 90067	\$0.00
500	Cinram Retail Services LLC	Penguin Group (USA) Inc.	Letter of Intent	375 Hudson Street New York, NY 10014	\$0.00
501	One K Studios LLC	DISNEY INTERACTIVE MEDIA GROUP	SERVICES AGREEMENT	500 S. BENUA VISTA STREET ATTN: LEGAL DEPT Burbank, CA 91521	\$0.00
502	One K Studios LLC	DISNEY PUBLISHING	Independent Contractor Agreement	1201 FLOWER STREET Attn: Julie Blore-Bizot Gendale, CA 91201	\$0.00
503	One K Studios LLC	HBO HOME ENTERTAINMENT	PRODUCTION SERVICES AGREEMENT	1100 AVENUE OF THE AMERICAS Attn: SVP, Business Affairs New York, NY 10036	\$0.00
504	One K Studios LLC	PARAMOUNTHOME ENTERTAINMENT	RESULTS OF PROCEEDS AGREEMENT	5555 Melrose Avenue , ATTN: Redlich Richard Hollywood, CA 90038	\$0.00
505	One K Studios LLC	AMERICA STAR MEDIA, LLC (aka Morningstar)	Graphic Designer Agreement	350 N. Glenoaks Blvd. Suite 300 Burbank, CA 91502	\$0.00

[1] The Cure Amounts set forth in this schedule are subject to downward adjustment by the Debtors for the following:

- (i) any credits, rebates and other amounts due to the Debtors and their affiliates by the Contract Counter-Party and its affiliates as of the date of assumption;
- (ii) all amounts paid by the Debtors after June 30, 2012 on account of amounts owing to the Contract Counter-Party or its affiliates on the date of entry of the CCAA Initial Order; and
- (iii) differences between the amounts actually incurred by the Debtors for the months of May and June 2012 and the estimates for such periods used for the estimation of the Cure Amounts.

IT Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
506	Cinram Ltd.	Harbinger	Software Schedule No. 129191SQ with the Terms and Conditions of the Master Software License Agreement No. MMX041600CLX	1000 Campus Drive Ann Arbor Michigan 48104-6700	\$0.00
507	Cinram Ltd.	Peregrine Connectivity, Inc.	Software Schedule No. 138580SQ with the Terms and Conditions of the Master Software License Agreement No. MMX081600CXX	Parkway 400 1277 Lenox Park Blvd. Atlanta, GA 30319	\$0.00
508	Cinram Ltd.	Inovis USA, Inc.	Product Schedule A No. MSX063004CLXV01 with the Terms and Conditions of Inovis USA, Inc. Software License Agreement SLA-US-063004CLXV01	Parkway 400 1277 Lenox Park Blvd. Atlanta, GA 30319	\$0.00
509	Cinram International, Inc.	Inovis USA, Inc.	Inovis Order Form with the Software License Terms & Conditions	Suite 100 Parkway 400 11720 AmberPark Drive Alpharetta, GA 30009-2271	\$0.00
510	Cinram International	nuBridges, Inc.	Schedule No. 3 to nuBridges Master License Agreement	1000 Abernathy Road Suite 250 Atlanta, GA 30328	\$195.29
511	Cinram International Inc.	nuBridges, LLC	Software License Agreement	1000 Abernathy Road Suite 250 Atlanta, GA 30328	Included in Contract No. 510 above.
512	Vision Information Services	iSoft Corporation	Schedule to iSoft Corporation Master License Agreement	15303 Dallas Parkway Suite 1110 Addison, Texas 7501	\$0.00
513	Cinram Manufacturing, LLC	170 Systems, Inc.	Conterminus Software Support Amendment (License Schedule No. 2 to the Master Software License and Professional Service Agreement)	36 Crosby Drive Bedford, MA 01730	\$0.00
514	Cinram International Inc.	KNAPP Logistics and Automation, Inc.	Hotline Contract	659 Henderson Drive Suite I Cartersville, GA 30120	\$0.00
515	Cinram International, Inc.	Salvair, LLC	Software License Agreement	180 W. Mohawk Drive Powell, OH 43065	\$0.00
516	Cinram International Inc.	IBM Canada Ltd.	Statement of Work for Services	3600 Steeles Avenue East Markham, Ontario L3R 9Z7	\$6,415.08
517	Cinram Manufacturing	Oracle USA, Inc.	Oracle License and Service Agreement	20 Davis Drive Belmont, CA 94002	\$0.00
518	Cinram Inc	Dell Computer Corporation	Dell Extended Services Details	One Dell Way RR1 Mailstop 8035 Round Rock, TX 78682	\$0.00
519	Ditan Corporation	Kewill	Addendum #062107 to Kewill Software License and Service Agreement	100 Nickerson Road, Marlborough, MA 01752	\$0.00
520	Ditan Corporation	Miracle Software Systems, Inc.	Master Service Agreement	45625 Grand River Ave. Novi, MI 48374	\$0.00
521	Cinram Inc.	KNAPP Logistics and Automation, Inc.	Invoice No. 116229	2124 Barrett Park Drive Suite 100 Kennesaw, GA 30144	\$0.00
522	Cinram Manufacturing	ASK	2012 IBM Maintenance Renewal	3125 Sovereign Drive, Suite 9B, Lansing, MI, 48911	\$0.00
523	Cinram International Inc.	IBM Canada Ltd.	IBM Statement of Work for Services	PO Box 5100 Stn. F Toronto, Ontario M4Y 2T5	Included in Contract No. 516 above.
524	Cinram Manufacturing Inc	KNAPP Logistics and Automation, Inc.	Invoice No. 116236	2124 Barrett Park Drive Suite 100 Kennesaw, GA 30144	\$0.00
525	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41424930	PO Box 44471 San Francisco, CA 94144	\$0.00
526	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41424928	PO Box 44471 San Francisco, CA 94144	\$0.00
527	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41515643	PO Box 44471 San Francisco, CA 94144	\$0.00
528	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41424929	PO Box 44471 San Francisco, CA 94144	\$0.00

IT Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
529	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41424927	PO Box 44471 San Francisco, CA 94144	\$0.00
530	Cinram Manufacturing	Oracle America, Inc.	Invoice No. 41515832	PO Box 44471 San Francisco, CA 94144	\$0.00
531	Cinram Inc	Rand McNally & Company	Rand McNally & Company Milemaker Resident AS/400 On Demand	8255 N. Central Park Skokie, IL 60076	\$0.00
532	Ditan Distribution	SAP America	Amendment No. 5, Amendment No. 2 to Software License Agreement	2400 Main Street Extension Suite 3 Sayreville, New Jersey 08872	\$0.00
533	Ditan Distribution, LLC	SAP America, Inc.	Invoice No. 6008184924 as of 12/01/2010	3999 West Chester Pike Newtown Square, PA 19073	\$0.00
534	Ditan Distribution, LLC	SAP America, Inc.	Invoice No. 600818925 as of 12/01/2010	3999 West Chester Pike Newtown Square, PA 19073	\$0.00
535	Ditan Distribution, LLC	SAP America, Inc.	Purchase Order No. CORP-010208F-IT	3 Van De Graaff Drive 4th Fl Burlington, MA 01803	\$0.00
536	Ditan Distribution, LLC	SAP America, Inc.	Invoice No. 6008184927 as of 12/01/2010	3999 West Chester Pike Newtown Square, PA 19073	\$0.00
537	Cinram International, Inc/	SMC^3	Agreement for receipt of CzarLite and/or CanadaLite Data in Logility's Proprietary Format for use through the Varsity Logistics System	500 Westpark Drive Suite 300 Peachtree City, GA 30269	\$78.90
538	Cinram International Inc.	Sterling Commerce	Managed Service Agreement (Canada)	Brunswick House Suite 1000 44 Chipman Hill PO Box 7289 Postal Station A Saint John, NB Canada E2L 456	\$0.00
539	Cinram Distribution LLC	Sterling Commerce (America), Inc.	Assignment Agreement	PO Box 73199 Chicago, IL 60673	\$0.00
540	Ditan Distribution LLC	Sterling Commerce (America), Inc.	Amendment K to Software License Agreement	PO Box 73199 Chicago, IL 60673	\$0.00
541	Ditan Corporation	Sterling Commerce (America), Inc.	Amendment H to Software License Agreement	PO Box 73199 Chicago, IL 60673	\$0.00
542	Vision Info Services	Unicom Systems, Inc.	Invoice # 12002052	15535 San Fernando Mission Blvd. Mission Hills, CA 91345	\$0.00
543	Cinram, Inc.	Varsity Logistics, Inc.	Master License and Maintenance and Support Agreement for Software and Related Documentation	185 Berry St Suite 3500 San Francisco, California 94017	\$0.00
544	Vision Information Logistics	Potix Corporation	Quotation No.: SQ1105410	11F-2, No. 87 Xhengzhou Road Taipei, Taiwan	\$0.00
545	Cinram	API Digital Acknowledgment		1821 University Drive Huntsville, AL 35801	\$1,480.00
546	Cinram	API Digital Acknowledgment		1821 University Drive Huntsville, AL 35801	\$0.00
547	Cinram	Converged Resource Integrators, LLC	Support Agreement	197 Cahaba Valley Parkway Pelham, Alabama 35124	\$0.00
548	Cinram Inc./ Cinram Distribution	iFax Solutions, Inc.	Pre-Incident Support Agreement	160 Leverington Ave. Suite 102 Philadelphia, PA 19127	\$0.00
549	Cinram	ParkPlace International	Maintenance Service Agreement - Equipment List	8401 Chagrin Road Chagrin Falls, OH 44023	Included in Contract No. 560 below.
550	Manhattan Associates	WEA Corporation	Oracle Database Addendum	111 N. Hollywood Way Burbank, CA 91505-4356	\$0.00

IT Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
551	Manhattan Associates	WEA Corporation	Purchase Order No. HO-21642	111 N. Hollywood Way Burbank, CA 91505-4356	\$0.00
552	Manhattan Associates	WEA Corporation	Purchase Order No. HO-22302	111 N. Hollywood Way Burbank, CA 91505-4356	\$0.00
553	Manhattan Associates	WEA Corporation	Purchase Order No. HO-26320	111 N. Hollywood Way Burbank, CA 91505-4356	\$0.00
554	Cinram International Ltd.	Pansophic Systems of Canada, Ltd.	Assignment Agreement Between SSA Global Canada Inc., Cinram International Inc., Media Motion B.V., and SSA Global Technologies Inc.	6711 Mississauga Road Suite 601 Mississauga, Ontario L5N 2W3	\$0.00
555	Cinram International Inc.	Computer Associates Canada Company	Amendment Number 1 to the Pansophic Systems of Canada, Ltd. Software License Agreement dated July 31, 1990 by and between Computer Associates Canada Company and Cinram International Inc.	5935 Airport Road Mississauga, Ontario L4V 1W5	\$0.00
556	Cinram Ltd.	Pansophic Systems of Canada, Ltd.	Software License Agreement	6711 Mississauga Road, Suite 601, Mississauga, Ontario L5N 2W3	\$0.00
557	Cinram International Inc.	Computer Associates Canada Ltd.	License Agreement	5935 Airport Road, Mississauga, Ontario L4V 1W5	\$0.00
558	Cinram Manufacturing	Carousel Industries of North America	Business Partner Temporary or Permanent Login Request For Ayava Definity or Audix System Access	659 South County Trail Exeter, RI 02822	\$2,058.81
559	Cinram Manufacturing	Oracle	Ordering Document (Service Contract #: 2814365)	PO Box 71027 Chicago, IL 60694-1028	\$0.00
560	Cinram Manufacturing	Park Place Technologies	Maintenance Service Agreement	8401 Chagrin Road Cleveland, OH 44023	\$1,328.53
561	Cinram Manufacturing	Park Place Technologies	Maintenance Service Agreement	8401 Chagrin Road Cleveland, OH 44023	Included in Contract No. 560 above.
562	Cinram Manufacturing	symantec	Essential Support Certificate	2300 Stevens Creek Blvd. Cupertino, CA 95014	\$0.00
563	Cinram Manufacturing	Park Place Technologies	Maintenance Service Agreement - Equipment List	8401 Chagrin Road Cleveland, OH 44023	Included in Contract No. 560 above.
564	Cinram Manufacturing	Park Place Technologies	Maintenance Service Agreement - Equipment List	8401 Chagrin Road Cleveland, OH 44023	Included in Contract No. 560 above.
565	Cinram Manufacturing LLC	Aspera, Inc.	End-User License Agreement for Aspera Software	5900 Hollis St. Suite E. Emeryville, CA 94608	\$0.00
566	Cinram Manufacturing LLC	Carousel Industries	Maintenance Coverage Support Specification - Attachment A	PO Box 849084 Boston, MA 02284-9084	\$0.00
567	Cinram Manufacturing LLC	CDW Direct	Sales Quotation	200 North Milwaukee Ave. Vernon Hills, IL 60061	\$2,075.10
568	Cinram Manufacturing	Websense, Inc.	Websense Subscription Confirmation for Key P8NH7K8J6PCTJC2A	10240 Sorrento Valley Rd. San Diego, CA 92121	\$0.00
569	Cinram Manufacturing	Oracle	Ordering Document (Service Contract #: 2771607)	PO Box 71027 Chicago, IL 60694-1028	\$0.00
570	Cinram Manufacturing	symantec	Renewal Contract (Renewal ID: RNW548-716-754)	350 Ellis Street Mountain View, CA 94043	\$0.00
571	Cinram International Inc.	Diversified Information Technologies, Inc.	Customer Agreement	1043 Gerrard St. East Toronto, Ontario, M4M1Z7	\$2,051.57
572	Cinram Manufacturing	Frontier	Dedicated Internet Access ("DIA") and Managed Router (applicable to Frontier Service Agreement)	100 CTE Drive Dallas, PA 18612	\$56,785.75
573	Cinram Manufacturing LLC	Frontier	Dedicated Internet Access ("DIA") and Managed Router (applicable to Frontier Service Agreement)	101 CTE Drive Dallas, PA 18612	\$0.00
574	Cinram Manufacturing, LLC	globalscape	Globalscape Order Details (Invoice 1157724)	4500 Lockhill-Selma Suite 150 San Antonio, TX 78249	\$0.00

IT Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
575	Cinram Inc.	IKON Financial Services	Image Management Amendment	PO Box 9115 Macon, GA 21308-9115	\$13,774.09
576	Cinram Inc.	IKON Financial Services	Image Management Product Schedule	PO Box 9115 Macon, GA 21308-9115	Included in Contract No. 575 above
577	Cinram Manufacturing	IKON Office Solutions	Financials Based on a new 18 Month Agreement	70 Valley Stream Pkwy. Malvern, PA 19355-1453	Included in Contract No. 575 above
578	Cinram Manufacturing LLC	The Pythian Group	Contract Agreement (amendment to Service Agreement for Database Administration Services)	1200 St. Laurent Blvd. Suite 261 (PO Box 207) Ottawa, Ontario K1K 3B8	\$9,059.40
579	Cinram Manufacturing	aspera	Invoice INASP606	5900 Hollis Street Suite E Emeryville, CA 94608	\$0.00
580	Cinram	Park Place Technologies	Park Place Maintenance Service Agreement Renewal	8401 Chagrin Road Cleveland, OH 44023	Included in Contract No. 560 above.
581	Cinram Manufacturing LLC	Symantec Corporation	Purchase Order #286021	20330 Stevens Creek Blvd. Cupertino, CA 95014	\$0.00
582	Cinram Manufacturing	Oracle Support Services	Ordering Document - Renewal	PO Box 71027 Chicago, IL 60694-1028	\$0.00
583	Cinram Manufacturing LLC	Warner Music Inc.	Bill of Sale	75 Rockefeller Plaza New York, NY 10019	\$0.00
584	Cinram International Inc.	Infor Global Solutions	PRMS Software License Agreement	555 Briarwood Circle Ann Arbor, MI 48108	\$0.00

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- (ii) all amounts paid by the Debtors after June 30, 2012 on account of amounts owing to the Contract Counter-Party or its affiliates on the date of entry of the CCAA Initial Order; and
- (iii) differences between the amounts actually incurred by the Debtors for the months of May and June 2012 and the estimates for such periods used for the estimation of the Cure Amounts

Supply Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
585	Cinram Manufacturing LLC	PPL EnergyPlus, LLC	Retail Electricity Agreement	Two North Ninth Street Allentown, PA 18101-1179	\$553,293.46
586	Cinram Manufacturing LLC	PPL EnergyPlus, LLC	Retail Electricity Agreement	Two North Ninth Street Allentown, PA 18101-1179	\$0.00
587	Cinram, Inc.	Ambassador	Temporary Staffing Services Agreement	15068 US Highway 195 Thomasville, VA 31757	\$62,817.41
588	Cinram International Inc.	Klass Security and Investigations Inc.	Security Services Agreement (Canada)	40 Production Drive 2nd Floor Toronto, ON M1H 2X8	\$10,941.82
589	Cinram	JK Guardian Security Services Inc.	Security Services Agreement November 1, 2010	3300 West 127th Street, Blue Island, IL 60406	\$11,858.45
590	Cinram, Inc.	Lyons HR	Temporary Staffing Services Agreement	1941 Florence Blvd. Florence, AL 35630	\$315,110.16
591	Cinram, Inc.	Lyons HR	Exhibit A to Agreement for Staffing Services	1941 Florence Blvd. Florence, AL 35630	Included in Contract No. 590 above.
592	Cinram Inc.	Securitas Security Services USA, Inc.	Addendum/Amendment/Renewal to Security Services Agreement	3776 Sullivan Street Suite G Madison, AL 35758	\$189,707.48
593	Cinram, Inc.	Securitas Security Services USA, Inc.	Security Services Agreement	3776 Sullivan Street Suite G Madison, AL 35758	Included in Contract No. 593 above.
594	Cinram	Allegiance Security Group, LLC	Security Services Agreement (United States)	Dallas Branch 835 E. Lamar Blvd. #403 Arlington, TX 76011	\$72,772.08
595	Cinram International Inc.	Xerox Canada Ltd.	Total Document Solutions Agreement	33 Bloor St. East Toronto, Ontario M4W3H1	\$0.00
596	Vision Information Logistics LLC	US Signal Company, LLC	Colocation Agreement	201 Ionia Ave. SW, Grand Rapids, MI 49503	\$0.00
597	Vision Information Logistics LLC	US Signal Company, LLC	Internet Services Agreement	201 Ionia Ave. SW Grand Rapids, MI 49503	\$0.00
598	Ditan	N Frame, Inc.	Master Agreement	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	\$8,455.00
599	Ditan	N Frame, Inc.	Invoice	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
600	Ditan	N Frame, Inc.	Invoice	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
601	Ditan	N Frame, Inc.	Invoice	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
602	Ditan	N Frame, Inc.	Invoice	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
603	Ditan	N Frame, Inc.	Term Sheet	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
604	Ditan	N Frame, Inc.	Term Sheet	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
605	Ditan	N Frame, Inc.	Term Sheet	701 Congressional Blvd. Ste. 100 Carmel, IN 46032	Included in Contract No. 598 above.
606	Vision Information Logistics LLC	US Signal Company, LLC	Private Line Service Agreement	201 Ionia Ave. SW Grand Rapids, MI 49503	\$0.00
607	Vision Information Logistics LLC	US Signal Company, LLC	Virtual Ethernet Services Point to Point Agreement	201 Ionia Ave. SW Grand Rapids, MI 49503	\$0.00
608	Vision Information Logistics LLC	US Signal Company, LLC	Colocation Agreement	201 Ionia Ave. SW Grand Rapids, MI 49503	\$0.00

Supply Contracts

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
609	Cinram	windstream	Service Agreement	600 WillowBrook Office Park Fairport, NY 14450	\$0.00
610	Cinram Inc.	Singulus Technologies AG	Order Acknowledgment for Five Automatic BD ROM Single and Dual Layer Manufacturing Systems (Purchase Order attached)	Hanauer Landstrasse 103 63796 Kahl/Main Germany	\$0.00
611	Cinram Operations UK Ltd.	Singulus Technologies AG	Order Acknowledgment for Two Automatic BD ROM Single and Dual Layer Manufacturing Systems	Hanauer Landstrasse 103 63796 Kahl/Main Germany	\$0.00
612	Cinram International Inc.	Marsh Canada Limited	Client Services Agreement	70 University Avenue Suite 800 Toronto, ON M5J 2M9	\$0.00
613	Cinram International Inc.	Arkadin	Service Agreement	480 University Avenue Suite 505 Toronto, Ontario M5G 1V2	\$1,009.22
614	Cinram Manufacturing LLC	United Parcel Service, Inc.	Carrier Agreement	17201 Westview Avenue Suite B South Holland, IL 60473	\$803,367.25
615	Cinram Manufacturing LLC	United Parcel Service, Inc.	UPS Incentive Program Agreement	17201 Westview Avenue Suite B South Holland, IL 60473	Included in Contract No. 614 above.
616	Cinram Manufacturing LLC	EMC Corporation	EMC2 Master Ordering Agreement	176 South Street Hopkinton, MA 01749	\$5,843.42
617	Cinram Manufacturing LLC	EMC Corporation	Master Lease Agreement, as amended	176 South Street Hopkinton, MA 01749	Included in Contract No. 616 above.
618	Cinram International Inc.	Grand & Troy Limited	Sales Agreement	200 Aviva Park Drive Vaughn, ON L4L 9C7	\$1,718.15
619	Cinram International Inc.	OfficeMax Incorporated	Addendum to Sales Agreement	263 Shuman Blvd. Naperville, IL 60563	\$40,853.94
620	Cinram, Inc.	Alliance Inc.	Temporary Staffing Services Agreement	9370 Madison Blvd. Madison AI, 35758	\$95,575.17
621	Cinram Inc.	ABAE Personnel / EPSCO	Temporary Staffing Services Agreement	3305 A Bob Wallace Ave, Huntsville, AI 35805	\$75,521.47
622	Cinram International Inc.	Motion Industries, Inc.	Purchasing Agreement	[390 BRADWICK DR VAUGHAN, ON L4K 2W4]	\$43.00
623	Cinram Manufacturing LLC	Wafer Reclaim Services, LLC	Purchase Agreement	Michelle Hannah WRS Materials 5250 Neil Road, Suite 101 Reno, NV 89502	\$7,125.00
624	Cinram -- LaVergne, TN	AdPro Generator Services	Maintenance Agreement	110 Donna Drive Hendersonville, TN 37075	\$163.88

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Employment Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount
625	Cinram International Inc.	John Bell	Employment Agreement	61 Clifton Road Toronto, ON M4T 2E8	\$0.00
626	Cinram International Inc.	John Bell	KERP Letter Agreement	61 Clifton Road, Toronto, ON M4T 2E8	\$0.00
627	Cinram International Inc.	Steven Brown	Employment Agreement	264 Spadina Road Toronto, ON M5R 2V1	\$0.00
628	Cinram International Inc.	Steven Brown	KERP Letter Agreement	264 Spadina Road Toronto, ON M5R 2V1	\$0.00
629	Cinram Distribution LLC	Howard Berman	Employment Agreement	860 Via de la Paz, Suite F-4, Pacific Palisades, CA 90272	\$0.00
630	Cinram International Inc.	David Ashton	Employment Agreement	2224 Robinwood Court, Mississauga, ON L5M 5B9	\$0.00
631	Cinram Distribution LLC	John Crosier	Employment Agreement	2258 Ronda Vista Drive, Los Angeles, CA 90067	\$0.00
632	Cinram International Inc	John Barnett	Employment Agreement	931 Denbar Ct. White Lake, MI 48386	\$0.00
633	One K Studios, LLC	Matthew L. Kennedy	Employment Agreement	384 Norcroft Avenue Los Angeles, California 90024	\$0.00
634	Cinram Distribution LLC	Ben Higgins	Employment Agreement	1873 N. Kingsley Los Angeles, CA 90027	\$0.00
635	Cinram International Inc.	David Ashton	KERP Letter Agreement	2224 Robinwood Court, Mississauga, ON L5M 5B9	\$0.00
636	Cinram International Inc.	Adam Dlugosz	KERP Letter Agreement	6 Long Stan Stouffville, ON L4A 1P5	\$0.00
637	Cinram International Inc.	Dave Munro	KERP Letter Agreement	222 Donlea Dr. Toronto, ON M4G 2N2	\$0.00
638	Cinram International Inc.	Jason Gorel	KERP Letter Agreement	75 Westglen Crescent Toronto, ON M9B 4R2	\$0.00
639	Cinram International Inc.	Artur Hausz	KERP Letter Agreement	99 Southfield Ave. Courtice, ON L1E 3J9	\$0.00
640	Cinram International Inc.	Mark Pereira	KERP Letter Agreement	194 Sunnyside Ave. Toronto, ON M6R 2P2	\$0.00
641	Cinram International Inc.	Chris Nadon	KERP Letter Agreement	250 Kingslake Road North York, ON M2J 3G8	\$0.00
642	Cinram International Inc.	Joy Webster	KERP Letter Agreement	6412 Blackriver Rd P.O. Box 4, RR#2 Sutton West, ON L0E 1R0	\$0.00
643	Cinram International Inc.	Dean MacNeill	KERP Letter Agreement	22 Ivanic Ct. Whitby, ON L1N 6E3	\$0.00
644	Cinram International Inc.	Joanne Greslovski	KERP Letter Agreement	785 Hedgerow Place Pickering, ON L1V 3H3	\$0.00
645	Cinram International Inc.	William Mueller	KERP Letter Agreement	9117 Brentmeade Blvd. Brentwood, TN 37027	\$0.00
646	Cinram International Inc.	John Barnett	KERP Letter Agreement	931 Denbar Ct. White Lake, MI 48386	\$0.00
647	Cinram International Inc.	Phil Tocco	KERP Letter Agreement	400 Chaney Road Apt 511 Smyrna, TN 37167	\$0.00
648	Cinram International Inc.	Tom Whishard	KERP Letter Agreement	1001 Charles Street Dunmore, PA 18512	\$0.00
649	Cinram International Inc.	Marc Rachlin	KERP Letter Agreement	3030 Bonaventure Ct Murfreesboro, TN 37127	\$0.00
650	Cinram International Inc.	Bob McAndrew	KERP Letter Agreement	1325 Cherry Street Scranton, PA 18505	\$0.00

Employment Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount
651	Cinram International Inc.	Shawn Getchell	KERP Letter Agreement	804 Overtake Ct. Euless, TX 76039	\$0.00
652	Cinram International Inc.	Sean Mancuso	KERP Letter Agreement	502 Thackeray Close Moosic, PA 18507	\$0.00
653	Cinram International Inc.	Divit Basaravaj	KERP Letter Agreement	180 S Washington Street Apt# 229 South Wilkes Barre, PA 18701	\$0.00
654	Cinram International Inc.	Stephen Smith	KERP Letter Agreement	338 Pear Street Scranton, PA 18505	\$0.00

Real Property Leases

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
655	Cinram Inc.	300 Diamond Drive, LLC	Warehouse Lease	C/O Triad Properties 100 Church Street, SW Huntsville, AL 35801	\$0.00
656	Cinram Inc.	Stag II Huntsville, LLC	Lease Agreement	99 Chauncy St. 10th Flr. Boston, MA 02111	\$0.00
657	Cinram International Inc.	Nugget Avenue (Phase I) Inc.	Lease	c/o KingSett Capital Inc. Suite 4400 TD Bank Tower Toronto-Cominion Centre 66 Wellington St. W Toronto, ON M5K 1H6	\$0.00
658	Cinram International Inc.	Rodenbury Investments Limited	Industrial Lease – Single Tenancy	2425 Matheson Blvd. East 8th Flr Mississauga, Ontario L4W5K4	\$0.00
659	Cinram Distribution LLC	Industrial MS Logistec Owner LLC	Industrial Building Lease	c/o Carter 4211 W. Boy Scout Boulevard Suite 520 Tampa Florida 33607 Atten: John Carter	\$0.00
660	Cinram Distribution LLC	US Industrial REIT II	Industrial Building Lease and Termination of Lease, as amended (dated April 16, 2012, amended April 27, 2012 and May 4, 2012)	9830 Colonnade Boulevard Suite 600 San Antonio, TX 78230-2239	\$0.00
661	Cinram Distribution LLC	Raymond Handling Concepts Corporation	Sublease Agreement	Atten: Ron Curtis, VP Finance 41400 Boyce Road Fremont, CA 94538	\$0.00
662	Cinram Distribution LLC	Harsch Investment	Lease Agreement	Harsch Investment Realty, LLC Series E c/o West Park Corporation Campus 5003 Pacific Highway East, Unit 2 Fife, WA 98424	\$0.00
663	Cinram Distribution LLC	Annabel Investment Company	Bishop Ranch Building Lease	One Annabel Lane Suite 201 San Ramon, CA	\$0.00
664	Cinram Distribution LLC	South Park Group LLC	Office Lease	PO Box 150764 Nashville, TN 37215-0764	\$0.00
665	Cinram Distribution LLC	Batavia Enterprises, Inc.	Office Lease	140 First St. Batvia, IL 60510	\$0.00
666	Cinram Retail Services LLC	Osprey-Troy Officentre, LLC	Lease Agreement	7600 Grand River Ave. Suite210 Brighton, MI 48114	\$0.00
667	One-K Studios LLC	Warner Music Group Inc.	Office Sublease	75 Rockefeller Plaza New York, NY 10019	\$47,459.87
668	Cinram Inc.	The Industrial Development Board of the City of Huntsville	Amended and Restated Lease Agreement	225 Church St. Huntsville, AL 35801	\$45,170.83
669	Cinram Distribution LLC	Take-Two Interactive Software, Inc. and Jack Of All Games, Inc.	Agreement of Sublease	626 Broadway New York, NY 10012	\$0.00

Real Property Leases

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
670	Cinram Distribution LLC.	Crossings Center Seven, LLC and Arnold Moving Company, Inc.	Three Party Agreement Amending Lease and Terminating Sub	Crossing Center Seven, LLC c/o Capstone Realty, Inc. 12910 Shelbyville Road Suite 200, Louisville, KY 40243 & Arnold Moving Company 5200 Interchange Way Louisville, KY 40229	\$0.00

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IP License Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
671	Cinram International Inc.	Cinram Latinoamericana S.A. de C.V.	License Agreement	Boulevard Adolfo Ruiz Cortines No. 3642 Piso 16, Unidad 01 Col. Jardines del Pedregal DI. Alvaro Obregon CP 01900 Mexico, D.F.	\$0.00
672	Cinram International Inc.	Toshiba Corporation	DVD Patent License Agreement	1-1, Shibaura 1-chome Minato-ku Tokyo 105-8001 Japan	\$9,180,187.70
673	Cinram International Inc.	PricewaterhouseCoopers Aarata	Request for royalty adjustment of DVD Patent License Agreement	Sumitomo Fudosan Shiodome Hamarikyu Bldg. 8-21-1 Ginza Chuo-ku Tokyo 104-0061 Japan	\$0.00
674	Cinram International Inc.	MPEG LA, L.L.C.	MPEG-2 Patent Portfolio License and MPEG-2 Packaged Medium Amendment	6312 S. Fiddler's Green Circle Suite 400E Greenwood Village, CO 80111, USA	\$2,362,144.63
675	Cinram International Inc.	Koninklijke Philips Electronics N.V.	DVD Video Disc and DVD ROM Disc Patent License Agreement	PO Box 80002 Building SFF-8 5600 JB Eindhoven The Netherlands	\$2,370,542.38
676	Cinram International Inc.	Koninklijke Philips Electronics N.V.	MPEG Patent License Agreement	PO Box 80002 Building SFF-8 5600 JB Eindhoven The Netherlands	\$0.00
677	Cinram International Inc.	Koninklijke Philips Electronics N.V.	CD Disc Patent License Agreement	PO Box 80002 Building SFF-8 5600 JB Eindhoven The Netherlands	\$2,313.82
678	Cinram International, Inc.	Toshiba Corporation	BD4C Patent License Agreement	1-1, Shibaura 1-chome Minato-ku Tokyo 105-8001, Japan	\$1,181,028.21
679	Cinram International, Inc.	Macrovision Corporation	Intellectual Property License for Macrovision's Technologies	2830 De La Cruz Boulevard Santa Clara California 95050, USA	\$0.00
680	Cinram International, Inc.	Matsushita Electric Industrial, Co., Ltd.	Settlement and License Agreement	1006 Kadoma Kadoma Osaka 571-8501 Japan	\$0.00
681	Cinram International Inc.	Discovision Associates	Settlement Agreement	2355 Main Street Suite 200 Irvine, California 92614	\$0.00
682	Cinram International Inc.	Discovision Associates	Patent Acquisition Agreement	2355 Main Street Suite 200 Irvine, California 92614	\$0.00

IP License Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
683	Cinram International Inc.	Discovision Associates	Patent License Agreement for Disc Products, as amended by letter agreement dated January 1, 1999	2183 Fairview Road Suite 211 Costa Mesa, California 92627	\$0.00
684	Cinram International Inc.	Philips Electronics, N.V.	Patent and Know-How License Agreement	75 Rockefeller Plaza New York, NY 10019	\$0.00
685	Cinram International Inc.	Time Warner Companies, Inc.	Cross-License Assignment and Assumption Agreement	1 Time Warner Centre New York, NY 10019	\$0.00
686	Cinram International Inc.	Time Warner Inc.	Indemnification Agreement	1 Time Warner Centre New York, NY 10019	\$0.00
687	Cinram International Inc.	Time Warner Inc.	Patent Covenant Not to Sue Agreement	75 Rockefeller Plaza New York, NY 10019	\$0.00
688	Cinram International Inc.	DVD Format/Logo Licensing Corporation	DVD Format/Logo License Agreement	2-3-6 Shibadaimon Minato-ku, Tokyo 105-0012 Japan	\$0.00
689	Cinram International Inc.	Blu-ray Disc Association	Blu-ray Disc Read Only Format 2.0 and Logo Licensing Agreement	10 Universal City Plaza T-100 Universal City, CA 91608, USA	\$0.00
690	Cinram International Inc.	Blu-ray Disc Association	Blu-ray Disc Read Only Format 3.0 and Logo Licensing Agreement	10 Universal City Plaza T-100 Universal City, CA 91608, USA	\$0.00
691	Cinram International Inc.	Advanced Access Content System License Administrator LLC	AACS Interim Adopter Agreement	AACS Administration 3855 SW 153rd Drive Beaverton, OR 97006	\$0.00
692	Cinram Manufacturing LLC	Advanced Access Content System License Administrator LLC	AACS Key Delivery Agreement	AACS Administration 3855 SW 153rd Drive Beaverton, OR 97006	\$29,763.60
693	Cinram International Inc.	Rovi Solutions Corporation	CopyBlock Letter Agreement	2830 De La Cruz Boulevard Santa Clara, California 95050, USA	\$0.00
694	Cinram Manufacturing LLC	4C Entity LLC	4C CPRM/CPM License Agreement	225 B Cochrane Circle Morgan Hill, CA 95037	\$0.00
695	Cinram International Inc.	Koninklijke Philips Electronics N.V.	Side Letter to DVD Video Disc and DVD ROM Disc Patent License Agreement	PO Box 218 5600 MD Eindhoven The Netherlands	\$0.00

IP License Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
696	Cinram International Inc.	Koninklijke Philips Electronics N.V.	Side Letter to DVD Video Disc and DVD ROM Disc Patent License Agreement	PO Box 218 5600 MD Eindhoven The Netherlands	\$0.00
697	Cinram International Inc.	Koninklijke Philips Electronics N.V.	Side Letter to CD Disc Patent License Agreement	PO Box 218 5600 MD Eindhoven The Netherlands	\$0.00

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- (iii) differences between the amounts actually incurred by the Debtors for the months of May and June 2012 and the estimates for such periods used for the estimation of the Cure Amounts

Personal Property Leases

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
698	Cinram, Inc.	Crown Credit Company	Lease Schedule No. 40189774 pursuant to the terms of the Master Lease Agreement	New Bremen, Ohio 45869	\$0.00
699	Cinram, Inc.	Crown Credit Company	Lease Schedule No. 40201869 pursuant to the terms of the Master Lease Agreement and Purchase Option Rider to Lease Schedule	New Bremen, Ohio 45869	\$0.00
700	Cinram	Thompson Lift Truck Co.	Lift Truck Rental Contract	2222 Pinson Highway PO Box 10367 Birmingham, AL 35202	\$1,665.56
701	Cinram, Inc.	NMHG Financial Services, Inc.	Master Lease Agreement No. 8487075	10 Riverview Drive Danbury, CT 06810	\$0.00
702	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100730	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
703	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100731	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
704	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100736	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
705	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100737	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
706	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement 210733	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
707	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100738	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
708	Cinram, Inc.	Carolina Handling LLC	Raymond Leasing Corporation Schedule A Agreement Number 2100739	1955 Montreal Road Tucker, GA 30084-5218	\$0.00
709	Cinram	Thompson Lift Truck Co.	Lift Truck Rental Contract	2222 Pinson Highway PO Box 10367 Birmingham, AL 35202	\$0.00
710	Cinram	Thompson Lift Truck Co.	Thompson Tractor Rental Extension	2222 Pinson Highway PO Box 10367 Birmingham, AL 35202	\$0.00
711	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6024)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
712	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6026)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
713	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number 6072/4918)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
714	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6859)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
715	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6905)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
716	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6906)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
717	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 6970)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
718	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 7200)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
719	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number 7200/9053)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
720	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 7689)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
721	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 7690)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
722	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 7691)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
723	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Lease Agreement (Lease #: 7762)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
724	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number MTA 6255/JDE 7835)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
725	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number MTA 6254/7882)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
726	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number MTA 6223/7883)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
727	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease #: 8024/6224)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00

Personal Property Leases

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount [1]
728	Cinram International Inc.	G.N. Johnston Equipment Co. Ltd.	Amendment to Equipment Lease (Lease Number 7366/8285)	5990 Avebury Road Mississauga, ON L5R 3R2	\$0.00
729	Cinram Ltd.	Pitney Bowers Canada	Agreement No. 8198536	5500 Explorer Drive Mississauga, Ontario L4W5C7	\$0.00
730	Cinram International Inc.	CIT Financial Ltd.	Lease Agreement	5035 South Service Road PO Box 5060 Burlington, ON L7R 4CB	\$0.00
731	Cinram International Inc.	Xerox Canada Ltd.	Total Document Solutions Agreement	33 Bloor St. East Toronto, Ontario M4W3H1	\$0.00
732	Cinram, Inc.	Brauer Material Handling Systems, Inc.	Raymond Leasing Corporation Schedule A Agreement Number: 2100739	226 Molly Walton Drive Hendersonville, TN 37075	\$0.00
733	Ditan Distribution/Cinram Corp.	Network Storage, Inc.	LeaseNet, Inc.	2361 Morse Road Columbus, Ohio 43229	\$0.00
734	Cinram, Inc.	Orion Asset Management div of Orion Energy Systems Inc.	Orion Throughput Agreement	2210 Woodland Drive Manitowoc, WI 54220	\$45,782.33
735	Cinram, Inc.	Yale Leasing - NMHG Financial Services, Inc.	Master Lease Agreement No. 8487075	10 Riverview Drive Danbury, CT 06810	\$19,390.88
736	Cinram Distribution	Pure Water Technology of Nashville	Rental Agreement	120 E. Lake Street Suite 401 Sandpoint, ID 83864	\$1,197.38

[1] The Cure Amounts set forth in this schedule are subject to downward adjustment by the Debtors for the following:

- (i) any credits, rebates and other amounts due to the Debtors and their affiliates by the Contract Counter-Party and its affiliates as of the date of assumption;
- (ii) all amounts paid by the Debtors after June 30, 2012 on account of amounts owing to the Contract Counter-Party or its affiliates on the date of entry of the CCAA Initial Order; and
- (iii) differences between the amounts actually incurred by the Debtors for the months of May and June 2012 and the estimates for such periods used for the estimation of the Cure Amounts.

Purchase Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount
737	Cinram International Inc.	Fevama S.A. de C.V., Monica Valdes Macias and Magdalena Valdes Macias	Agreement for Sale of Stock	Boulevard Adolfo Ruiz Cortines No. 3642 Piso 16, Unidad 01 Col. Jardines del Pedregal Dl. Alvaro Obregon CP 01900 Mexico, D.F.	\$0.00
738	Cinram (U.S.) Holding's Inc.	Matthew Kennedy and Jayson Won	Purchase Agreement	Matthew Kennedy 384 Norcroft Avenue Los Angeles, CA 90024 & Jayson Won 831 North Clybourne Avenue Burbank, CA 91505 & Mad Media USA 3450 Cahuenga Blvd Suite 101 Universal City, CA 91608	\$0.00
739	Cinram (U.S.) Holding's, Inc.	Community Bank	Commercial Guaranty	2800 N. Hollywood Way Burbank, CA 91505-1023 Attn: Jeffrey Garavanian	\$0.00

Employee Benefits/Workers Compensation Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount
740	Cinram, Inc.	Blue Cross and Blue Shield of Alabama	Administrative Services Agreement (as renewed)	450 Riverchase Parkway East Birmingham AL 35244-2858	\$0.00
741	Cinram (U.S.) Holding's, Inc.	Medco Health Solutions, Inc.	Integrated Prescription Drug Program Agreement (as renewed)	100 Parsons Pond Drive Franklin Lakes, NJ 07417	\$0.00
742	Cinram US Holdings Inc.	Metropolitan Life Insurance Company	Group Policy 303280-1-G (as renewed)	200 Park Avenue New York, NY 10166	\$0.00
743	Cinram US Holdings Inc.	UnitedHealthcare Insurance Company	Group Policy B217 (as renewed)	6220 Old Dobbin Lane Columbia, MD 21045 Attention Account Management Services copy Legal Department	\$0.00
744	Cinram (U.S.) Holding's, Inc.	Prudential Insurance Company of America	Non-union Employees Employee Term Life Coverage, Dependants Life Coverage, Accidental Death and Dismemberment Coverage (as renewed)	751 Broad Street Newark, NJ 07102	\$0.00
745	Cinram (U.S.) Holding's, Inc.	Liberty Life Assurance Company of Boston	Policy GD/GF3-830-505658-01 (as renewed)	175 Berkeley Street Boston, Massachusetts 02117	\$0.00
746	Cinram U.S. Holding's, Inc.	Elite Underwriting Services / American Fidelity Insurance Company	Policy AFA-SLP-2012-01309-ELITE	2000 North Classen Blvd. Oklahoma City, OK 71306	\$0.00
747	WEA Manufacturing	Scranton Counseling Center	Employee Assistance Program Agreement for Service	326 Adams Avenue Scranton, PA 18503	\$0.00
748	Cinram Manufacturing LLC	Sentry Casualty Company	Workers Compensation and Employers Liability Insurance Policy 90-16862-01 00 111	1800 Northpoint Drive Stevens Point, WI 54481	\$0.00
749	Cinram Manufacturing LLC	Sentry Casualty Company	Specific Excess and Aggregate Excess Workers Compensation and Employers Liability Indemnity Policy 90-16862-03 00 111 and related claims handling agreement(s)	1800 Northpoint Drive Stevens Point, WI 54481	\$0.00
750	Cinram Manufacturing LLC	St. Paul Travelers / The Travelers Indemnity Company	Agreement for Cinram Manufacturing LLC	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102 Attn Michael D. Rogers	\$0.00
751	Cinram Manufacturing LLC	Travelers / The Travelers Indemnity Company	Workers Compensation and Employers Liability Agreement for Cinram Manufacturing LLC	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102	\$0.00
752	Cinram International Inc.	Travelers / The Travelers Indemnity Company	Agreement for Cinram International Inc.	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102 Attn Michael D. Rogers	\$0.00
753	Cinram Manufacturing LLC	St. Paul Travelers / The Travelers Indemnity Company	Agreement for Cinram Manufacturing LLC	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102 Attn Scott A. Bosco	\$0.00
754	Cinram Manufacturing LLC	Travelers Property Casualty Company of America	Workers Compensation and Employers Liability Policy TRJUB-822K662-5-06 (as renewed)	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102 Attn Scott A. Bosco	\$0.00
755	Cinram Manufacturing LLC	Travelers Property Casualty Company of America	Workers Compensation and Employers Liability Policy TRIUB-822K661-3-06 (as renewed)	1500 Market Street 29th Floor - West Tower Philadelphia, PA 19102 Attn Scott A. Bosco	\$0.00
756	Cinram Manufacturing LLC	Constitution State Services LLC	Claim Service Agreement TCSSS-306T2451 (as renewed)	One Tower Square 10-GS Hartford, CT 06183 Attn Andrew J. Apacella, President	\$0.00
757	Cinram Manufacturing LLC	Constitution State Services LLC	Claim Service Agreement TCSSC-306T2045 (as renewed)	One Tower Square 10-GS Hartford, CT 06183 Attn Andrew J. Apacella, President	\$0.00
758	Cinram Manufacturing LLC	Constitution State Services LLC	Claim Service Agreement TCSSC-306T2045 (as renewed)	One Tower Square 10-GS Hartford, CT 06183 Attn Andrew J. Apacella, President	\$0.00
759	Cinram Manufacturing LLC	Constitution State Services LLC	Claim Service Agreement TCSSC-306T2045 (as renewed)	One Tower Square 10-GS Hartford, CT 06183 Attn Andrew J. Apacella, President	\$0.00
760	WEA Manufacturing	PMA Management Corp.	Agreement for TPA Services	380 Sentry Parkway PO Box 3031 Blue Bell, PA 19422-0754	\$0.00

Employee Benefits/Workers Compensation Agreements

Ref No.	Cinram Party	Counterparty	Title of Agreement	Address of Counterparty	Cure Amount
761	Cinram Manufacturing LLC	Safety National Casualty Corporation & Commonwealth of Pennsylvania Department of Labor and Industry Bureau of Workers Compensation	Surety Bond of Self Insurer SIB 3337	2043 Woodland Parkway St. Louis, MO 63146 & 1171 South Cameron Street Room 324 Harrisburg, PA 17104-2501	\$0.00
762	Cinram Manufacturing LLC, Cinram Distribution LLC, Cinram US Holding, Inc., Cinram, Inc., Cinram Retail Services LLC, Cinram Wireless LLC and One K Studios, LLC	Applied Underwriters, Inc.	Workers Compensation Policy	P.O. Box 3646 Omaha, NE 68103	\$0.00
763	Cinram	Green Spring Services of Canada Co. o/a Corporate Health Consultants	Ad Hoc Letter of Understanding (professional assessment, trauma services, short-term counselling and case management services)	895 Don Mills Rd. Suite 700 Toronto, ON M3C 1W3	\$0.00
764	Cinram International Inc.	Manufacturers Life Insurance Company	Employee Benefits Policy 901735	Manulife Financial Suite 201, 4 Lansing Square North York, Ontario M2J 5A2	\$0.00