

**TRIALS OF CATE MCCALL
PAID AD / KEY ART RESTRICTIONS**

<u>Name</u>	<u>Paid Ads Obligations</u>	<u>Approval Rights</u>
Anna Anissimova	In the billing block portion (if any) of paid advertising issued or controlled by Producer, substantially in the form: “Anna Anissimova”. Such credit shall be in an average size of type not less than the average size of type used to display the billing block credit accorded to any other actor for the Picture other than Kate Beckinsale.	<u>Biography</u> : Provide the facts to be utilized in Artist’s biography provided that Artist provides said facts within five (5) business days of Producer’s request therefore. If the biographical information supplied by Artist is insufficient or inaccurate, Producer shall provide written notice thereof to Artist and, if within two (2) business days thereafter, Artist does not supply the additional requested information, Producer may use such additional biographical information not supplied by Artist as may be required.
Kate Beckinsale	Artist shall be accorded credit in the billing block portion (if any) of paid advertising issued by or under the direct control of Producer (“Paid Ads”), substantially in the form: “Kate Beckinsale”, in the first position of all principal cast members; provided, however, that at Artist’s election, by written notice delivered to Producer not later than the Credit Determination Date (not later than seven (7) days after Producer has screened for Artist (and Artist alone) the first cut of the Picture (which may be by delivery to Artist of a disc thereof)), such credit shall appear: (i) above or before the title of the Picture in said billing block; and/or (ii) in the so-called artwork title of the Picture, if any, appearing in said Paid Ads and in an average size of type not less than thirty-five percent (35%) of the average size of type used to display the artwork title of the Picture therein. Artist’s credit and Artist’s approved likeness or approved photograph will appear in any item of Paid Ads (including any item of so-called excluded advertising [“Excluded Ads”] in which, respectively, credit to or the likeness or photograph of any other principal cast member appears (except for congratulatory/award advertising in which only the recipient of an award nomination or award related to the Picture is mentioned therein (each, a “Congratulatory Ad”))), in a size at least equal to the size of the credit, likeness or photograph, respectively, of the other principal cast member(s) therein. Artist’s name will be mentioned in audio-only advertising for the Picture in which any other person is	<p><u>Stills</u>: 50%. Re-approval rights if used in key art. Five (5) business days (3 if exigency) per pass.</p> <p><u>Likeness</u>: Three passes. Five (5) business days (3 if exigency) first pass. Three (3) business days (2 if exigency) second and third passes. Re-approval rights if used in key art.</p> <p><u>View Rough Cut</u>: Producer must screen for Artist (and Artist alone) the first cut of the Picture (which may be by delivery to Artist of a disc thereof).</p> <p><u>CAM</u>:</p> <ul style="list-style-type: none"> - Approve the CAM. Fintage House and Freeway are pre-approved. - Review and approve the waterfall (five [5] business days). <p>Examine the books and records of the CAM in connection with the Deferment and share of Defined Proceeds payable.</p> <p><u>Biography</u>:</p> <ul style="list-style-type: none"> - Provide the facts to be utilized in Artist’s biography

	<p>credited (other than any presentation, production or presentation credit and except for Excluded Ads or Congratulatory Ads).</p>	<p>provided that Artist provides said facts within five (5) business days of Producer's request therefore (which period shall be reduced to three (3) business days if exigencies related to the Picture require Artist's response in such shorter time period and Artist is notified of such exigencies at the time of request).</p> <p>- Producer shall use or authorize for use only said facts and shall submit such biography to Artist for Artist's approval, which shall be given within five (5)/(3) business days of Artist's receipt thereof.</p> <p>- If the biographical information supplied by Artist is insufficient or inaccurate, Producer shall provide written notice thereof to Artist and, if within five (5) days thereafter, Artist does not supply the additional requested information, Producer may use such additional verifiable, non-derogatory biographical information not supplied by Artist as may be required.</p> <p><u>Post-production:</u></p> <p>- Producer shall not use Artist's performance in "outtakes" or "bloopers" without Artist's prior written consent. Artist shall have the right to approve the use of "behind-the-scenes" footage, (not c/d/w); provided, however, that Artist shall timely approve a reasonable amount necessary for DVD extras and the marketing of the Picture.</p> <p>- Producer shall not furnish any Stills of Artist to any syndication outlet or tabloid type publication (e.g. The National Enquirer) without Artist's prior written approval in each instance; provided, however, that nothing herein shall prevent any advertising, promotion or publicity for the Picture appearing in any such publication.</p> <p>- No doubling for Artist (including any voice double) shall be permitted, unless Artist consents thereto in writing and approves the double proposed by Producer (not c/d/w).</p>
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Mark Bienstock	<p>Producer credit shall appear in the billing block, if any, paid advertising issued by or under the control of Company, subject to the domestic distributor's standard exclusions and exceptions. Artist's credit shall be, other than position, equal in size to the credit of any other individual producer receiving credit in paid advertising and shall appear in excluded ads where the credit of any other individual producer appears, exclusive of award or congratulatory advertising mentioning the lauded individual but not</p>	<p><u>Photo/Bio:</u> So long as Lender and Artist promptly submits to Company a photograph of and biography for Artist, and such photograph and biography are approved by Company (not unreasonably withheld), then Company shall not use any additional photograph of or biographical information about Artist, other than references to Artist's prior professional credits and Artist's services in connection with the Picture, without Lender's or Artist's prior approval (which may be oral followed by written confirmation, not</p>

	any other individual producer in that capacity.	unreasonably withheld.
Clancy Brown	In the billing block portion (if any) of paid advertising issued by or under the direct control of Producer (“Paid Ads”) in which Taye Diggs also receives credit, (except for congratulatory/award advertising in which only the recipient of an award nomination or award related to the Picture is mentioned therein (each, a “Congratulatory Ad”)), substantially in the form: “Clancy Brown”.	<p><u>Biography</u>: Prior to the start of principal photography of the Picture, Player shall submit a pre-approved accurate personal biography to Producer which Producer may use for all purposes.</p> <p><u>Dubbing</u>: Producer shall provide Player the first opportunity with respect to any dubbing in English required for Player’s role in the Picture by notifying Player at least fifteen (15) business days prior to such dubbing session(s).</p> <p><u>Outtakes</u>: Producer shall not use Player’s performance in “outtakes” or “bloopers” without Player’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Player shall have the right to approve the use of “behind-the-scenes” footage in which Player recognizably appears, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Player shall timely approve a reasonable amount necessary for DVD extras and the like and the marketing of the Picture.</p>
Antonio Calvache	Company shall accord Director of Photography credit in the billing block portion, if any, of full page and half page paid advertising issued by or under the direct control of Company, in which the production designer receives credit. This may include full and half page ads in The Hollywood Reporter, Daily Variety; full and half page ads in New York Times and Los Angeles Times newspapers and all major newspapers in New York City, Los Angeles, San Francisco, Chicago, Sydney, and London; billboards, theater one sheets; and DVD packaging.	<u>Supervisory Services</u> : Artist shall have the first opportunity to supervise photography of all additional scenes, re-shoots, retakes and second unit photography, the color timing of the Picture (digital and photo-chemical), and the timing of the transfer to tape for cable, television, video cassette, DVD. Company will give Artist no less than two (2) week’s notice.
James Cromwell	In the billing block portion (if any) of paid advertising issued by or under the direct control of Producer (“Paid Ads”), in second position among the principal cast of the Picture, subject to customary exclusions, limitations, policies, requirements and approvals of the distributors of the Picture, substantially in the	<p><u>Stills</u>: 50% (individual) / 75% (with others). Three (3) business days (2 if exigency).</p> <p><u>Likeness</u>: One pass. Three (3) business days (2 if exigency).</p>

	form: "James Cromwell".	<p><u>Biography</u>: Same as Kate Beckinsale (3/2 business days).</p> <p><u>Double, Endorsement, Tabloids, Outtakes, Bloopers</u>: Same as Kate Beckinsale.</p> <p><u>Behind-the-Scenes</u>: Meaningful consultation.</p>
Joe Dain and Jim Klock	"Executive Producer: Joe Dain and Jim Klock". Paid ads and video packaging. Equal in all respects to any other executive producer credit.	None.
Barbara Fiorentino	Casting Director shall be accorded "casting by" credit in the billing block portion, if any, of half-page or larger paid advertising placed in general circulation newspapers and Daily Variety issued by or under the direct control of Company, subject to the customary requirements, conditions and exclusions of the distributors of the Picture.	May approve her image, likeness, photograph and biography in connection with promotional materials.
Clay Griffith	Company shall accord Production Designer credit in the billing block portion, if any, of full page and half page paid advertising issued by or under the direct control of Company and in which billing block the director, writers and producers of the Picture receive credit. This may include full and half page ads in The Hollywood Reporter, Daily Variety; full and half page ads in the New York Times and the Los Angeles Times; outdoor billboards, theater one sheets; and DVD packaging. The foregoing does not apply to group, list, teaser, congratulatory, award, nomination or other special advertising.	<u>Additional Services</u> : Artist shall have the first opportunity to provide additional production designer services, if required by Company, in connection with additional scenes, re-shoots and retakes.
Maya Lieberman	Company shall accord Costume Designer credit in the billing block portion of full page and half page paid advertising issued by or under the direct control of Company, subject to the customary requirements, conditions and exclusions of the distributors of the Picture, where the production designer receives credit. This may include full and half page ads in The Hollywood Reporter, Daily Variety; full and half page ads in New York Times and Los Angeles Times newspapers and all major newspapers in New York City, Los Angeles, San Francisco, Chicago, Sydney, London; billboards and theater one sheets.	None.

<p>Karen Moncrieff#</p> <p># Credit terms agreed-upon per deal memo. Approvals not agreed upon, as long form agreement has not been signed.</p>	<p>“Directed By Karen Moncrieff” and “Written by Karen Moncrieff”, unless the applicable guilds approve of combining Artist’s “Written By” and “Directed By” credits, in which case the credit shall read “Written and Directed by Karen Moncrieff”, and at Artist’s election, which must be given in writing no less than two (2) weeks prior to the completion of the answer print of the Picture, Artist shall be entitled to receive credit in the form of: “A Karen Moncrieff Film” or “A Film by Karen Moncrieff,” immediately preceding, and in the average size of type as, the regular title of the Picture. Such credits shall appear in the billing block portion, if any, of paid advertising issued by or under the control of Producer and otherwise in accordance with the DGA Agreement and any other applicable collective bargaining agreement. The average size of type (i.e. height, width, thickness, boldness and prominence) of such credit shall be the average size of type used to display the credit of any other individual accorded credit in such billing block.</p> <p>Guilds have approved combined "Produced, Written and Directed by" credit.</p> <p>Karen can elect the “Film By Credit” as well: she has chosen: “A Karen Moncrieff Film”.</p>	<p>Mutual Approvals:</p> <p><u>Post Crew:</u> Film editor, Composer of the soundtrack score, post-production supervisor.</p> <p><u>Post-Production:</u> post-production schedules, labs (Technicolor is approved), music and special effects.</p> <p>Approvals:</p> <p><u>Cuts and Previews:</u> In negotiation.</p> <p><u>Supervisory Services:</u> Artist shall have the first opportunity to supervise any re-editing of the Picture for ratings, airlines, free television, alternate versions, pan/scan, video transfer, legally necessary cuts and family version of the Picture.</p>
<p>Nick Nolte*</p> <p>* Terms are not agreed-upon.</p>	<p>In the billing block portion (if any) of paid advertising for the Picture (“Paid Ads”), subject to customary exclusions, limitations and restrictions (“Excluded Ads”) substantially in the form: “and Nick Nolte”. Such credit shall be in an average size of type not less than the average size of type used to display the billing block credit accorded to any other cast member of the Picture, other than Beckinsale. Artist’s name, credit and approved likeness or approved photograph will appear in any item of Paid Ads or Excluded Ads in which, respectively, the name, credit, likeness or photograph of any cast member, other than Beckinsale, appears (except for congratulatory/award advertising in which only the recipient of an award nomination or award related to the Picture is mentioned therein (each, a “Congratulatory Ad”)), in a size at least equal to the size of the likeness or photograph, respectively, of the other principal cast member(s) (other than Beckinsale) therein. If</p>	<p><u>Stills:</u> 50% (individual) / 75% (with others). Re-approval rights if used in key art. Three (3) business days (2 if exigency) per pass.</p> <p><u>Likeness:</u> Two passes. Re-approval rights if used in key art. Three (3) business days (2 if exigency) per pass.</p> <p><u>Publicity:</u> Artist shall have the right to approve the publicity services requested by Producer (not c/d/w). Employer shall cause Artist to timely approve a reasonable amount of publicity for the marketing and promotion of the Picture and cause Artist to advise Producer, in writing, within three (3) business days of Artist’s receipt of notice of the requested publicity services (which period shall be reduced to two (2) business days if exigencies related to the</p>

	<p>any other cast member of the Picture receives credit in any item of Paid Ads above the regular title of the Picture, other than Beckinsale, Artist shall receive credit above the regular title of the Picture in said item.</p>	<p>Picture require Artist's response in such shorter time period and Artist is notified of such exigencies at the time of submission) of Artist's disapproval and the specific reasons therefore, which disapproval shall be made in good faith and not for the purpose of frustrating Producer's ability to have Artist render publicity services for the Picture.</p> <p><u>Biography, Endorsement, Post-Production, Endorsement, Soundtrack</u>: Same as Kate Beckinsale. Three (3) business days (2 if exigency) per pass.</p>
<p>Pitbull Pictures#</p> <p># Credit terms agreed-upon per deal memo. Approvals not agreed upon, as long form agreement is still being negotiated.</p>	<p>The following credits shall appear in the billing block portion, if any, of paid advertising for, and the packaging of home video devices embodying, the Picture issued by or controlled of Company:</p> <p>“Produced By Eric Karten and Karen Moncrieff” in first position among the credits to the individual producers of the Picture.</p> <p>“Sunrise Pictures and Pitbull Pictures Present”, immediately following TOCM Productions’ “In Association With” credit.</p> <p>“An Eric Karten / Peter Schafer Production”, immediately following TOCM Productions’ “In Association With” credit.</p> <p>If the static logo of TOCM Productions or Sunrise appears in any item of paid advertising or said packaging, the static logo of Pitbull shall appear in the same item of paid advertising, substantially equal in size to the static logo of Sunrise or TOCM Productions.</p>	<p>Approvals:</p> <p><u>Biography</u>: Same as Kate Beckinsale (3/2 business days).</p> <p>Mutual Approvals:</p> <p><u>CAM</u>:</p> <ul style="list-style-type: none"> - CAM to be mutually approved by Lender and Company (Fintage and Freeway hereby are approved). - Company shall consult with Lender regarding the material terms of the CAMA. <p><u>Sales</u>:</p> <ul style="list-style-type: none"> - Pitbull can approve foreign sales agent(s) [Sierra/Affinity is pre-approved], domestic sales agent [WME Entertainment is pre-approved]. - Ask/take numbers. <p>Initial domestic distributor, foreign sales to domestic distributor, (sales representative fees capped at 10% for domestic and 15% for foreign.</p> <p><u>Completion guarantor</u>.</p>

		<u>Post-production schedule.</u> <u>Credits.</u> <u>Third Party Producers.</u>
Peter Schafer	<p>“Producer”: Paid ads and video packaging, third position among individual producers.</p> <p>“An Eric Karten / Peter Schafer Production”, immediately following TOCM Productions’ “In Association With” credit.</p>	None.
Sunrise Pictures	<p>“Sunrise Pictures / Pitbull Pictures Present”. Paid ads and video packaging. Equal in all respects to any other presentation/production/possessory credit.</p> <p>Sunrise’s static logo to appear in all other paid ads and video packaging. Equal in all respects to any other company logos.</p>	None.
Toby Yates	<p>Company shall accord Film Editor credit in the billing block portion, if any, of full page and half page paid advertising issued by or under the direct control of Company and in which billing block the director, writers and producers of the Picture receive credit. This may include full and half page ads in The Hollywood Reporter, Daily Variety; full and half page ads in the New York Times and the Los Angeles Times; outdoor billboards, theater one sheets; and DVD packaging. The foregoing does not apply to group, list, teaser, congratulatory, award, nomination or other special advertising.</p>	<u>Crew:</u> Company shall consult with Artist regarding key editorial department crew members.
TOCM Productions	On Screen, paid ads and video packaging as: “In association with TOCM Productions”.	None.