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 PRINT & AUDIO VISUAL ADVERTISING
 APPROVALS/RESTRICTIONS/REQUIREMENTS

1. ADVERTISING CONSULTATION/APPROVAL RIGHT:

<p>Battleplan f/s/o Marc Frydman and Rod Lurie (Producers)</p>	<p>Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie, dated as of 10/1/07 –</p> <p>Paragraph 12. Approval and Controls.</p> <p>(a) <u>Approvals:</u> Producer shall have final approval with respect to all creative and financial matters, including but not limited to budget, cast and key crew, which it shall exercise reasonably and in good faith. All decisions of Producer on all matters relating to the Picture shall, in all respects, be final. Producer hereby approves the following: Mark Ruffalo for the role of "Brian Reilly", Ethan Hawke for the role of "Paulie McDougan", Amanda Peet for the role of "Stacey Reilly."</p> <p>(b) <u>Consultation:</u> Producer shall first consult with Artist prior to exercising the approval rights set forth above with respect to creative matters, including the selection of cast members, and with respect to any third party deferments, but failure to do so shall not constitute a breach by Producer hereunder. Artist hereby acknowledges the third party deferment in the amount of Thirty-Five Thousand Dollars (\$35,000) payable, if ever, to Amanda Peet.</p>
<p>Brian Goodman (Director)</p>	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC, dated as of December 1, 2006 -</p> <p>Paragraph 3. SERVICES: If Producer sends the Production Notice, then Lender shall cause Director to render the services set forth below. Provided Director fully performs all required services and is not in breach or default of the material terms hereof, Director shall be employed as a director of the Picture on a pay-or-play basis as set forth in subparagraph 4(b)(ii) below.</p> <p>...</p> <p>(b) <u>Post-Production:</u> Lender shall cause Director's post-production services to be rendered on an exclusive basis until Director's cut of the Picture, and on a non-exclusive but first priority and regular, in person basis if Producer so requires, through the post-production period until completion of the final corrected answer print. Nevertheless, Director's other undertakings shall not interfere in any way with Director's post-production services hereunder or with the post-production time schedule set forth in Exhibit "A" attached hereto and incorporated by this reference herein, or otherwise agreed to by Producer in writing. In connection with post-production:</p> <p>(i) <u>Cooperation with Editor:</u> Lender hereby warrants and agrees that Director will do nothing to hinder or delay the assemblage of film by the Editor in order that the assembled sequences will be completed immediately following the completion of principal photography of the Picture;</p> <p>(ii) <u>Post-Production Schedule:</u> Attached hereto marked Exhibit "A" and by this reference incorporated herein is a schedule for the post-production work on the Picture which has been agreed to by Lender, Director and Producer;</p> <p>(iii) <u>Director's Cut/Preview:</u> Consistent with the Directors Guild of America, Inc. Basic Agreement (the "DGA Basic Agreement"), Director shall have one cut and one preview; and</p> <p>(iv) <u>Promotional Films:</u> Lender shall cause Director to render services in connection with promotional films, trailers and electrical transcriptions produced in connection with the advertising and exploitation of the Picture. No additional compensation shall be payable for the services and uses referred to herein.</p>

2. STILLS:

<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>1. <u>CONSULTATION/APPROVAL RIGHTS.</u></p> <p>1.1 <u>Still Photograph Approval.</u> Artist shall have the right of approval, not to be unreasonably withheld, of all photographic stills of Artist (collectively "Stills") issued by or under the direct control of Company in connection with advertising, publicity and exploitation of the Picture relating to the Picture; provided,</p>
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	<p>Artist shall be required to approve not less than fifty percent (50%) of each group of Stills submitted to Artist in which Artist only appears and at least seventy-five percent (75%) of each group of Stills in which Artist appears together with one (1) or more other players having Still approval rights. Stills may be submitted in the form of so-called "contact sheets." Artist shall have five (5) business days (reducible to two (2) business days if production exigencies so require) from receipt of each set of Stills ("Approval Period") in which to approve of same. If Artist shall fail or refuse to approve, within said Approval Period, the requisite number of Stills so submitted, or shall fail to timely communicate to Company such approval or disapproval of the Stills, as provided herein, <u>all Stills then Company shall have the right (in its sole and absolute discretion) to approve the requisite number of Stills from the set so submitted shall be deemed approved which are necessary to reach the percentage thresholds as set forth above.</u> Once a Still is approved by Artist, it shall be deemed approved for all uses permitted under this Agreement.</p> <p style="text-align: center;">...</p> <p style="text-align: center;">11.7 <u>General.</u> Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such rights survive the death or mental incapacity of Artist.</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p style="text-align: center;">...</p> <p>11.1 <u>Still Photograph Approval.</u> Artist shall have the right of approval, not to be unreasonably withheld, of all photographic stills of Artist (collectively "Stills") issued by or under the direct control of Company in connection with advertising, publicity and exploitation of the Picture relating to the Picture; provided, Artist shall be required to approve not less than fifty percent (50%) of each group of Stills submitted to Artist in which Artist only appears and at least seventy-five percent (75%) of each group of Stills in which Artist appears together with one (1) or more other players having Still approval rights. Stills may be submitted in the form of so-called "contact sheets." Artist shall have five (5) business days (reducible to two (2) business days if production exigencies so require) from receipt of each set of Stills ("Approval Period") in which to approve of same. If Artist shall fail or refuse to approve, within said Approval Period, the requisite number of Stills so submitted, or shall fail to timely communicate to Company such approval or disapproval of the Stills, as provided herein, a number of Stills from the set so submitted necessary to reach the percentage threshold shall be deemed approved. Once a Still is approved by Artist, it shall be deemed approved for all uses permitted under this Agreement.</p> <p style="text-align: center;">...</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 –</p> <p>2. <u>CONSULTATION/APPROVAL RIGHTS.</u></p> <p>2.1 <u>Still Photograph Approval.</u> Artist shall have the right of approval, not to be unreasonably withheld, in accordance with the terms of this Paragraph, of any photographic stills in which Artist appears (collectively "Stills") issued by or under the direct control of Company in connection with advertising, publicity and exploitation of the Picture relating to the Picture; provided, Artist shall be required to approve not less than fifty percent (50%) of each group of Stills submitted to Artist in which Artist only appears and at least seventy-five percent (75%) of each group of Stills in which Artist appears together with one (1) or more other players having Still approval rights. Stills shall be submitted in the form of so-called "contact sheets." Artist shall have two (2) business days (reducible to twenty-four (24) hours if production exigencies so require) from receipt of each set of Stills ("Approval Period") in which to approve of same. If Artist shall fail or refuse to approve, within said Approval Period, the requisite number of Stills so submitted, or shall fail to timely communicate to Company such approval or disapproval of the Stills, as provided herein, all Stills submitted to Artist shall be deemed approved. Once a Still is approved by Artist, it shall be deemed approved for all uses permitted under this Agreement.</p> <p style="text-align: center;">...</p> <p>11.5 <u>General.</u> Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such rights survive the death or mental incapacity of Artist.</p>

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3. LIKENESS / ARTISTIC RENDERING:

<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>...</p> <p>9.5 <u>Likeness.</u> Notwithstanding anything to the contrary in Section 9.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad.</p> <p>...</p> <p>2.2 <u>Likeness Approval.</u> Artist shall have the right to approve artistic renderings of Artist created by or on behalf of or under the direct control of Company for use in advertising or publicity for the Picture issued by or under the direct control of Company or any other purpose permitted hereunder ("Renderings") in accordance with the provisions of this Paragraph 11.2; provided, however, that Artist must advise Company in writing of the particular reasons for disapproval or the artistic rendering shall be deemed approved. Any use of unapproved Renderings by any third party shall not in any manner be deemed a breach hereof by Company. Company shall make reasonable efforts to conform such Rendering to Artist's reasonable requests and shall resubmit the rendering to Artist, provided that any failure of any other third party to conform such Rendering shall not be deemed a breach of this Agreement by Company. The Rendering shall be submitted to Artist up to a total of three (3) times. Renderings not disapproved within five (5) business days (reducible to two (2) business days in the event of exigencies) after receipt by Artist shall be deemed approved. The second revision of a Rendering (pursuant to the second revised submission thereof to Artist) shall automatically be deemed approved. If Artist's Rendering appears together with the renderings of other persons, Artist's approval rights apply only to Artist's Rendering. Any Rendering approved or deemed approved shall be approved for all purposes permitted under this Agreement.</p> <p>...</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>...</p> <p>9.5 <u>Likeness.</u> Notwithstanding anything to the contrary in Section 9.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad.</p> <p>...</p> <p>11.2 <u>Likeness Approval.</u> Artist shall have the right to approve artistic renderings of Artist created by or on behalf of or under the direct control of Company for use in advertising or publicity for the Picture issued by or under the direct control of Company or any other purpose permitted hereunder ("Renderings") in accordance with the provisions of this Paragraph 11.2; provided, however, that Artist must advise Company in writing of the particular reasons for disapproval or the artistic rendering shall be deemed approved. Company shall make reasonable efforts to conform such Rendering to Artist's reasonable requests and shall resubmit the rendering to Artist. The Rendering shall be submitted to Artist up to a total of three (3) times. Renderings not disapproved within five (5) business days (reducible to two (2) business days in the event of exigencies) after receipt by Artist shall be deemed approved. The second revision of a Rendering (pursuant to the second revised submission thereof to Artist) shall automatically be deemed approved. If Artist's Rendering appears together with the renderings of other persons, Artist's approval rights apply only to Artist's Rendering. Any Rendering approved or deemed approved shall be approved for all purposes permitted under this Agreement.</p> <p>...</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 -</p> <p>3. <u>CREDIT.</u></p> <p>3.1 <u>Artist's Credit.</u> Provided: (i) Artist appears recognizably in the Picture as released in the Role, and (ii) Artist is not in Default of any terms hereunder, Artist shall be accorded the following credit:</p> <p>...</p> <p>9.1.5 <u>Likeness.</u> Notwithstanding anything to the contrary in Section 9.1.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad</p>

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	<p>(excluding Mark Ruffalo and/or Ethan Hawke). ...</p> <p>3.2 <u>Likeness Approval.</u> Artist shall have the right to approve artistic renderings of Artist created by or on behalf of or under the direct control of Company for use in advertising or publicity for the Picture issued by or under the direct control of Company or any other purpose permitted hereunder ("Renderings") in accordance with the provisions of this Paragraph 11.2; provided, however, that (a) Artist must advise Company in writing of the particular reasons for disapproval or the artistic rendering shall be deemed approved, and (b) any failure to grant such approval and/or any use of unapproved Renderings by any other third party shall not in any manner be deemed a breach hereof by Company (for purposes of clarification, the foregoing proviso in Paragraph 11.2 only pertains to Company's liability, if any, not the other third party's liability, if any). Company shall make reasonable efforts to conform such Rendering to Artist's reasonable requests and shall resubmit the rendering to Artist, provided that any failure of any other third party to do so shall not be deemed a breach of this Agreement by Company (for purposes of clarification, the foregoing proviso only pertains to Company's liability, if any, not the other third party's liability, if any). The Rendering shall be submitted to Artist up to a total of two (2) times. Renderings not disapproved within two (2) business days (reducible to 24 hours in the event of exigencies) after receipt by Artist shall be deemed approved. The second revision of a Rendering (pursuant to the second submission thereof to Artist) shall automatically be deemed approved. If Artist's Rendering appears together with the renderings of other persons, Artist's approval rights apply only to Artist's Rendering. Any Rendering approved or deemed approved shall be approved for all purposes permitted under this Agreement.</p>
<p>Brian Goodman (Director)</p>	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>15. <u>NAME AND LIKENESS:</u> Producer shall always have the right to use and display Director's name, voice, likeness and biographical data for distributing, advertising, publicizing, and exploiting the Picture. However, such advertising may not include the direct endorsement of any product (other than the Picture) without Director's or Lender's consent. Exhibition of, advertising, publicizing or exploiting the Picture by any media, even though a part of or in connection with a product or a commercially sponsored program, shall not be deemed an endorsement of any nature.</p>
<p>Brian Goodman, Donnie Wahlberg and Paul Murray (Writers)</p>	<p>Signed OPA between Bob Yari Productions, on the one hand, and Ten Block Entertainment, Inc. f/s/o Brian Goodman, Donnie D. Productions, Inc. f/s/o Donnie Wahlberg, Paul Murray, on the other hand, dated as of December 1, 2006 -</p> <p>1(j) <u>Name, Likeness and Biography:</u> Purchaser shall always have the right to use and/or display Owner's or Writer's name, likeness and biography for the purposes of advertising, publicizing, promoting and exploiting the Picture and any other works that will embody all or part of the Rights, and any product or material derived therefrom or related thereto; provided, however, that neither Owner's nor Writer's name, likeness and/or biography shall be used to directly endorse any product or service (other than the Picture and/or the Rights) without Owner's or Writer's approval thereof.</p>
<p>Peter McIntosh (EP/Line Producer/UPM)</p>	<p>Signed Line Producer Agreement, dated as of October 1, 2007 between RMC Productions, LLC ("Producer"), on the one hand, and Wonder Pictures, LLC, a New York limited liability company (Fed. ID# 43-2091769) ("Lender") for the services of Peter McIntosh -</p> <p>28. <u>NAME AND LIKENESS.</u> Producer shall have the right, in perpetuity and throughout the universe, to use Artist's name, voice, likeness and/or approved biography, in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, commercial tie-ups; provided that with respect to the use of a biography of Artist, Producer shall use only a biography of Artist which has been supplied to Producer by Artist (which <u>may not contain any false and/or misleading information</u>), provided that if Artist does not supply such biography within two (2) business days (reducible to 24 hours if exigencies so require), Producer may compose a biography of Artist which shall be deemed approved. Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits. Notwithstanding the foregoing, Producer's use of Artist's name in a billing block on any item of merchandise, commercial tie-ups, or other material shall constitute an acceptable use of Artist's name which shall not require Artist's consent.</p>
<p>Chris Norr (Director of Photography)</p>	<p>Signed DP Agmt -</p> <p>10.4. <u>Name/Voice/Likeness:</u> Artist hereby <u>grants</u> to Company forever and throughout the universe the right to use, for no additional consideration, Artist's name, image, voice, likeness, photograph, and biographical data in</p>

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	<p>connection with the Material and the Picture and all ancillary, subsidiary and derivative rights therein and thereto, including, but not limited to, music, publishing, soundtrack albums, computer and/or interactive software, "making of" or "behind the scenes" films, publications, promotions, merchandising, advertising, and commercial tie-ins. In connection with the use of biographical data, Artist shall have a right of approval, not to be unreasonably withheld, with respect to biographical material of Artist issued by or under the control of Company to be used in connection with the advertising and publicity of the Picture; provided that (i) any such biographical material submitted by Company and not disapproved by Artist in writing to Company within two (2) business days (reducible to 24 hours if production exigencies so require) after submission to Artist personally or to Artist's representative shall be deemed approved, (ii) Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits, and (iii) such biographical material is timely delivered to Company and does not contain false and/or misleading information.</p>

4. BIOGRAPHY:

<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>...</p> <p style="padding-left: 40px;">11.4 <u>Biography</u>. Artist shall have a right of approval, not to be unreasonably withheld, with respect to biographical material of Artist issued by or under the control of Company to be used in connection with the advertising and publicity of the Picture; provided that (i) any such biographical material submitted by Company and not disapproved by Artist in writing to Company within five (5) business days (reducible to two (2) business days if production exigencies so require) after submission to Artist personally or to Artist's representative shall be deemed approved, (ii) Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits, and (iii) such biographical material is timely delivered to Company and does not contain false and/or misleading information. If Company shall so request, Artist shall have the option to provide Company with a short-form biography (100-300 words) and a long-form biography (300-500 words), both of which shall be deemed approved and which Company may reasonably edit (provided that Artist shall have the right to approve any such edited biography, provided that Artist shall be deemed to have approved same if Artist's written objections thereto are not provided to Company within five (5) business days (reducible to two (2) business days if production exigencies so require) of Artist's receipt of such edited biography).</p> <p>...</p> <p style="padding-left: 40px;">11.7 <u>General</u>. Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such rights survive the death or mental incapacity of Artist.</p> <p>...</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>...</p> <p style="padding-left: 40px;">11.4 <u>Biography</u>. Artist shall have a right of approval, not to be unreasonably withheld, with respect to biographical material of Artist issued by or under the control of Company to be used in connection with the advertising and publicity of the Picture; provided that (i) any such biographical material submitted by Company and not disapproved by Artist in writing to Company within five (5) business days (reducible to two (2) business days if production exigencies so require) after submission to Artist personally or to Artist's representative shall be deemed approved, (ii) Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits, and (iii) such biographical material is timely delivered to Company and does not contain false and/or misleading information. If Company shall so request, Artist shall have the option to provide Company with a short-form biography (100-300 words) and a long-form biography (300-500 words), both of which shall be deemed approved and which Company may reasonably edit (provided that Artist shall have the right to approve any such edited biography, provided that Artist shall be deemed to have approved same if Artist's written objections thereto are not provided to Company within five (5) business days (reducible to two (2) business days if production exigencies so require) of Artist's receipt of such edited biography).</p> <p>...</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 -</p>

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	<p>4. <u>CONSULTATION/APPROVAL RIGHTS.</u></p> <p>...</p> <p>4.4 <u>Biography.</u> Artist shall have a right of approval, not to be unreasonably withheld, with respect to biographical material of Artist issued by or under the control of Company to be used in connection with the advertising and publicity of the Picture; provided that (i) any such biographical material submitted by Company and not disapproved by Artist in writing to Company within two (2) business days (reducible to 24 hours if production exigencies so require) after submission to Artist personally or to Artist's representative shall be deemed approved, (ii) Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits, and (iii) such biographical material is timely delivered to Company and does not contain false and/or misleading information. If Company shall so request in writing, Artist will promptly provide Company with a short-form biography (100-300 words) and a long-form biography (300-500 words), both of which shall be deemed approved and which Company may reasonably edit (provided that Artist shall have the right to approve any such edited biography, provided that Artist shall be deemed to have approved same if Artist's written objections thereto are not provided to Company within two (2) business days (reducible to 24 hours if production exigencies so require) of Artist's receipt of such edited biography).</p> <p>11.5 <u>General.</u> Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such rights survive the death or mental incapacity of Artist.</p>
<p>Brian Goodman (Director)</p>	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>15. <u>NAME AND LIKENESS:</u> Producer shall always have the right to use and display Director's name, voice, likeness and biographical data for distributing, advertising, publicizing, and exploiting the Picture. However, such advertising may not include the direct endorsement of any product (other than the Picture) without Director's or Lender's consent. Exhibition of, advertising, publicizing or exploiting the Picture by any media, even though a part of or in connection with a product or a commercially sponsored program, shall not be deemed an endorsement of any nature.</p>
<p>Donnie Wahlberg (Actor)</p>	<p>Bio approval using Yari standard language per his SAG deal memo.</p> <p>v3 ADDENDUM TO SCREEN ACTOR'S GUILD WEEKLY CONTRACT (WEEK PERFORMER) FOR THEATRICAL MOTION PICTURES -</p> <p>3. <u>Biography Approval:</u> Producer shall use only a biography of Artist which has been supplied to Producer by Artist (which <u>may not contain any false and/or misleading information</u>). If Artist does not supply such biography within two (2) business days (reducible to 24 hours if exigencies so require) after request by Producer, Producer may compose a biography of Artist which shall be deemed approved. Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits.</p>
<p>Peter McIntosh (EP/Line Producer/UPM)</p>	<p>Signed Line Producer Agreement, dated as of October 1, 2007 between RMC Productions, LLC ("Producer"), on the one hand, and Wonder Pictures, LLC, a New York limited liability company (Fed. ID# 43-2091769) ("Lender") for the services of Peter McIntosh -</p> <p>28. <u>NAME AND LIKENESS.</u> Producer shall have the right, in perpetuity and throughout the universe, to use Artist's name, voice, likeness and/or approved biography, in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, commercial tie-ups; provided that with respect to the use of a biography of Artist, Producer shall use only a biography of Artist which has been supplied to Producer by Artist (which <u>may not contain any false and/or misleading information</u>), provided that if Artist does not supply such biography within two (2) business days (reducible to 24 hours if exigencies so require), Producer may compose a biography of Artist which shall be deemed approved. Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits. Notwithstanding the foregoing, Producer's use of Artist's name in a billing block on any item of merchandise, commercial tie-ups, or other material shall constitute an acceptable use of Artist's name which shall not require Artist's consent.</p>
<p>Alex Wurman (Composer)</p>	<p>V3_Composer Agreement -</p> <p>6. <u>NAME, LIKENESS AND BIOGRAPHY.</u> For no additional consideration (the compensation payable to</p>

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	<p>Artist hereunder shall be deemed to include compensation for all rights granted pursuant to this Paragraph 6), Producer and Producer's licensees and/or assignees shall have and may grant to others the right to use Artist's voice, name, likeness and <u>approved</u> biography (<u>provided that with respect to the use of a biography of Artist, Producer shall use only a biography of Artist which has been supplied to Producer by Artist (which may not contain any false and/or misleading information), provided that if Artist does not supply such biography within two (2) business days (reducible to 24 hours if exigencies so require), Producer may compose a biography of Artist which shall be deemed approved</u>) in any manner and medium (whether now known or hereafter devised) in connection with the advertising, publicizing and exploitation of the Picture, the Score, the Masters, soundtrack album and/or any of the rights herein granted to Producer, including without limitation, electronic press kits, "behind-the-scenes", interviews and other promotional films, videos and/or recordings; featurettes; souvenir programs, press books and other commercial publications; commercial tie-ins; and/or merchandising items of any nature. In connection with the foregoing, Artist hereby agrees to participate in the recording of electronic press kits, "behind the scenes", interviews and other promotional films, videos and recordings as requested by Producer (each for no additional consideration).</p>
<p>Chris Norr (Director of Photography)</p>	<p>Signed DP Agmt –</p> <p>10.4. <u>Name/Voice/Likeness</u>: Artist hereby <u>grants</u> to Company forever and throughout the universe the right to use, for no additional consideration, Artist's name, image, voice, likeness, photograph, and biographical data in connection with the Material and the Picture and all ancillary, subsidiary and derivative rights therein and thereto, including, but not limited to, music, publishing, soundtrack albums, computer and/or interactive software, "making of" or "behind the scenes" films, publications, promotions, merchandising, advertising, and commercial tie-ins. In connection with the use of biographical data, Artist shall have a right of approval, not to be unreasonably withheld, with respect to biographical material of Artist issued by or under the control of Company to be used in connection with the advertising and publicity of the Picture; provided that (i) any such biographical material submitted by Company and not disapproved by Artist in writing to Company within two (2) business days (reducible to 24 hours if production exigencies so require) after submission to Artist personally or to Artist's representative shall be deemed approved, (ii) Artist's approval rights hereunder shall not apply to incidental biographical material, such as a list of Artist's prior motion picture credits, and (iii) such biographical material is timely delivered to Company and does not contain false and/or misleading information.</p>

5. RE-APPROVALS (STILLS AND/OR LIKENESS/ARTISTING RENDERING):

<p>Mark Ruffalo (Actor)</p>	<p>Draft v3 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>...</p> <p>5. <u>CONSULTATION/APPROVAL RIGHTS</u>.</p> <p>...</p> <p>5.3 <u>Re-Submission</u>. If Company desires to use a previously approved Still and/or Rendering of Artist in connection with the key art, then it is agreed that Artist shall have a right of re-approval for such use. Company shall submit to Artist the Stills or Renderings (as applicable) which have been previously approved by Artist pursuant to this Agreement and which Company desires to use in connection with the key art together with written notice detailing the proposed use. Artist shall approve a minimum of ten (10) such Photos and/or Renderings specifically for such referenced uses (provided that a reasonable number of Stills and/or Renderings are submitted), and in connection with such re-approval, Artist shall have a two (2) business-day period (the "Resubmission Response Period"). Artist shall approve, within the Resubmission Response Period, at least the foregoing number of such Stills and/or Renderings (as applicable) submitted for such referenced uses ("Approved Resubmitted Stills"); provided, however that if Artist does not approve the foregoing number of resubmitted Stills and/or Renderings or does not provide its re-approval within the Resubmission Response Period, then Company shall have the right to use any previously approved resubmitted Still and/or Rendering of Artist, in its sole and absolute discretion.</p> <p>...</p> <p>11.7 <u>General</u>. Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such</p>
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	rights survive the death or mental incapacity of Artist. ...
Ethan Hawke (Actor)	Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 - ... 11.3 <u>Re-Submission</u> . If Company desires to use a previously approved Still and/or Rendering of Artist in connection with the key art, then it is agreed that Artist shall have a right of re-approval for such use. Company shall submit to Artist the Stills or Renderings (as applicable) which have been previously approved by Artist pursuant to this Agreement and which Company desires to use in connection with the key art together with written notice detailing the proposed use. Artist shall approve a minimum of ten (10) such Photos and/or Renderings specifically for such referenced uses (provided that a reasonable number of Stills and/or Renderings are submitted), and in connection with such re-approval, Artist shall have a two (2) business-day period (the "Resubmission Response Period"). Artist shall approve, within the Resubmission Response Period, at least the foregoing number of such Stills and/or Renderings (as applicable) submitted for such referenced uses ("Approved Resubmitted Stills"); provided, however that if Artist does not approve the foregoing number of resubmitted Stills and/or Renderings or does not provide its re-approval within the Resubmission Response Period, then Company shall have the right to use any previously approved resubmitted Still and/or Rendering of Artist, in its sole and absolute discretion.
Amanda Peet (Actor)	Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 – 6. <u>CONSULTATION/APPROVAL RIGHTS</u> 6.4 <u>Re-Submission</u> . If Company desires to use a previously approved Still and/or Rendering of Artist in connection with the key art, then it is agreed that Artist shall have a right of re-approval for such use. Company shall submit to Artist the Stills and/or Renderings (as applicable) which have been previously approved by Artist pursuant to this Agreement and which Company desires to use in connection with the key art. Artist shall approve a minimum of ten (10) such Photos and/or Renderings specifically for such referenced uses (provided that a reasonable number of Stills and/or Renderings are submitted). Artist shall have a two (2) business-day period (the "Resubmission Response Period") to make such re-approval. Artist shall approve, within the Resubmission Response Period, at least the foregoing number of such Stills and/or Renderings (as applicable) submitted for such referenced uses ("Approved Resubmitted Stills"); provided, however that if Artist does not approve the foregoing number of resubmitted Stills and/or Renderings or does not provide its re-approval within the Resubmission Response Period, then Company shall have the right to use any previously approved resubmitted Still and/or Rendering of Artist, in its sole and absolute discretion. ... 11.5 <u>General</u> . Submission to Artist, for the purpose of this Section, at the address specified on the first page of this Agreement shall satisfy Company's submission requirements hereunder. Artist's approval rights, if any, under this Agreement are personal to Artist and may not be assigned, nor shall any such rights survive the death or mental incapacity of Artist.

6. ARTWORK TITLE:

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<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>... 9.4 <u>Artwork Title</u>. Notwithstanding anything to the contrary in Section 9.2 or 9.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, then, subject to Company's standard exclusions and exceptions (which shall be subject to the Excluded Ad tie as set forth in Section 9.3 above), Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein (e.g., position, size, etc.) (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear).</p> <p>...</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>...</p> <p>9.4 <u>Artwork Title</u>. Notwithstanding anything to the contrary in Section 9.2 or 9.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, then, subject to Company's standard exclusions and exceptions (which shall be subject to the Excluded Ad tie as set forth in Section 9.3 above), Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein (e.g., position, size, etc.), (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear).</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 -</p> <p>7. <u>CREDIT</u>.</p> <p>7.1 <u>Artist's Credit</u>. Provided: (i) Artist appears recognizably in the Picture as released in the Role, and (ii) Artist is not in Default of any terms hereunder, Artist shall be accorded the following credit:</p> <p>...</p> <p>9.1.4 <u>Artwork Title</u>. Notwithstanding anything to the contrary in Section 9.1.2 or 9.1.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, and provided that another actor rendering services on the Picture receives credit above the artwork title of the Picture, then, subject to Company's standard exclusions and exceptions, Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein.</p>

7. AUDIO:

<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>... 8. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS; FILM CLIPS</u>.</p> <p>...</p> <p>8.2 <u>Soundtrack Rights</u>. Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than sixty (60) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith.</p> <p>...</p> <p>ST&C -</p> <p>1. <u>RECORD ALBUM</u>. If more than sixty (60) seconds of Artist's non-singing voice or instrumental performance is used in any "phonograph" record (which term shall be deemed to include wire, tape and any other means of audio recording) made from the soundtrack of the Picture (including any individual phonograph record or album on which such soundtrack or any part thereof is coupled with other material), Company will cause to be included in the Agreement with the phonograph record company involved a provision obligating such company to</p>
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	<p>pay Artist, as a royalty, a proportionate share of a sum equal to (i) 5% of 90% of the suggested retail list price, or (ii) 10% of 90% of the wholesale list price (whichever method of computation is being predominantly used by the record company then computing such royalty) of all such phonograph records manufactured and sold and not returned. The royalty payable to Artist shall be computed and payable in the same manner as for Company and in accordance with the customary accounting practices of the company which distributes such phonograph records relating to recoupment of a proportionate share of production costs, reduction of royalties for reel-to-reel tape, tape cartridge, cassette, budget line, club distribution and foreign distribution. In computing the suggested retail list price or the wholesale list price (whichever is applicable), taxes, duties and the recording company's charges for packaging shall be deducted from such price before the above royalty percentage is applied thereto. Royalties shall not be payable for records given away or distributed on a no-charge basis for promotional purposes or to induce the sale of phonograph records. The proportionate share of the royalty and the production cost chargeable thereto shall be prorated in the proportion that the playing time of Artist's performance bears to the total playing time of the record or, at the election of the record company, in the proportion that the number of bands containing Artist's performance bears to the total number of royalty bearing bands on the record; provided that if Artist's performance is being rendered jointly with one or more other artists who are similarly receiving a proportionate royalty, the length of such joint playing time or the number of bands containing such joint performance shall be deemed to be the actual playing time or the actual number of such bands divided by the number of such artists. All artists sharing such royalty shall be treated in the same manner. Artist shall not authorize recording or re-recording by any third party of Artist's performance in the soundtrack of the Picture for a period of seven (7) years from first United States general release of the Picture, and Company may, at Company's expense, bring an action in the name of Company or Artist to prevent any use of Artist's performance in the soundtrack of the Picture which Artist does not have the right to authorize as aforesaid.</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>...</p> <p>10.3 <u>Soundtrack Rights</u>. Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than thirty (30) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith.</p> <p>...</p> <p>18. RECORD ALBUM. If more than sixty (60) seconds of Artist's non-singing voice or instrumental performance is used in any "phonograph" record (which term shall be deemed to include wire, tape and any other means of audio recording) made from the soundtrack of the Picture (including any individual phonograph record or album on which such soundtrack or any part thereof is coupled with other material), Company will cause to be included in the Agreement with the phonograph record company involved a provision obligating such company to pay Artist, as a royalty, a proportionate share of a sum equal to (i) 5% of 90% of the suggested retail list price, or (ii) 10% of 90% of the wholesale list price (whichever method of computation is being predominantly used by the record company then computing such royalty) of all such phonograph records manufactured and sold and not returned. The royalty shall be computed and payable in accordance with the customary accounting practices of the company which distributes such phonograph records relating to recoupment of a proportionate share of production costs, reduction of royalties for reel-to-reel tape, tape cartridge, cassette, budget line, club distribution and foreign distribution. In computing the suggested retail list price or the wholesale list price (whichever is applicable), taxes, duties and the recording company's charges for packaging shall be deducted from such price before the above royalty percentage is applied thereto. Royalties shall not be payable for records given away or distributed on a no-charge basis for promotional purposes or to induce the sale of phonograph records. The proportionate share of the royalty and the production cost chargeable thereto shall be prorated in the proportion that the playing time of Artist's performance bears to the total playing time of the record or, at the election of the record company, in the proportion that the number of bands containing Artist's performance bears to the total number of royalty bearing bands on the record; provided that if Artist's performance is being rendered jointly with one or more other artists who are similarly receiving a proportionate royalty, the length of such joint playing time or the number of bands containing such joint performance shall be deemed to be the actual playing time or the actual number of such bands divided by the number of such artists. All artists sharing such royalty shall be treated in the same manner. Artist shall not authorize recording or re-recording by any third party of Artist's performance in the soundtrack of the Picture for a period of seven (7) years from first United States general release of the Picture, and Company may, at Company's expense, bring an action in the name of Company or Artist to prevent any use of Artist's performance in the soundtrack of the Picture which Artist does not have the right to authorize as aforesaid.</p> <p>...</p>

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Amanda Peet (Actor)	Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc./s/o Amanda Peet, dated as of October 24, 2007 – 8.3 <u>Soundtrack Rights</u> . Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder.
Brian Goodman (Director)	Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06. 5. ADDITIONAL POST-PRODUCTION SERVICES: If Producer requires further services of Director for retakes, changes, transparencies, added scenes, further photography, process shots, looping, sound track, post-synching, trailers, other language versions, publicity interviews, press junkets, premieres, personal appearances, stills photography and similar matters, Lender shall cause Director to report to Producer at such place(s) and on such consecutive or non-consecutive days as Producer may designate, provided Director is not then rendering professional services (pursuant to a contractual commitment) for another party. Lender shall cooperate to make such services of Director available to Producer at the earliest possible date. No additional compensation shall be payable for the services referred to in this subparagraph.

8. EXCLUDED ADS:

Mark Ruffalo (Actor)	Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07. ... 8.2 <u>In Paid Advertising</u> . Subject to Company's customary paid advertising exclusions and exceptions, in the billing block portion of all paid advertising relating primarily to the Picture issued by or under the direct control of Company ("Paid Ad(s)") above or before the regular title, in first position among principal cast credits. In no event shall the size of type (i.e., height, width, thickness, duration and boldness) of Artist's credit in such billing block be smaller than the size of type used to accord credit therein to any other principal cast member in connection with the Picture. 9.3 <u>Excluded Ads</u> . Notwithstanding anything to the contrary in Section 9.2 above and/or Paragraph 5(a) of the Standard Terms and Conditions, in the billing block portion of all excluded advertising relating primarily to the Picture issued by or under the direct control of Company ("Excluded Ad(s)") above or before the regular title of the Picture, in first position among principal cast credits (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear). In no event shall the size of type (i.e., height, width, thickness, duration and boldness) of Artist's credit in such billing block be smaller than the size of type used to accord credit therein to any other principal cast member in connection with the Picture. 9.4 <u>Artwork Title</u> . Notwithstanding anything to the contrary in Section 9.2 or 9.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, then, subject to Company's standard exclusions and exceptions (which shall be subject to the Excluded Ad tie as set forth in Section 9.3 above), Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein (e.g., position, size, etc.) (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear). 9.5 <u>Likeness</u> . Notwithstanding anything to the contrary in Section 9.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad.
Ethan Hawke (Actor)	Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 - ... 9.3 <u>Excluded Ads</u> . Notwithstanding anything to the contrary in Section 9.2 above and/or Section 5(a) of the Standard Terms and Conditions, in the billing block portion of all excluded advertising relating primarily to the Picture issued by or under the direct control of Company ("Excluded Ad(s)") above or before the regular title, in second position among principal cast credits (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such

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	<p>recognition appear). In no event shall the size of type (i.e., height, width, thickness, duration and boldness) of Artist's credit in such billing block be smaller than the size of type used to accord credit therein to any other principal cast member in connection with the Picture.</p> <p>9.4 <u>Artwork Title</u>. Notwithstanding anything to the contrary in Section 9.2 or 9.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, then, subject to Company's standard exclusions and exceptions (which shall be subject to the Excluded Ad tie as set forth in Section 9.3 above), Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein (e.g., position, size, etc.), (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear).</p> <p>9.5 <u>Likeness</u>. Notwithstanding anything to the contrary in Section 9.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad.</p> <p>...</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 –</p> <p>8.3.1 <u>In Paid Advertising</u>. Subject to Company's customary paid advertising exclusions and exceptions, in the billing block portion of all paid advertising relating primarily to the Picture issued by or under the direct control of Company ("Paid Ad(s)") above or before the regular title of the Picture if any other actor's credit appears above or before the regular title of the Picture, in no less than third position among principal cast credits. In no event shall the size of type (i.e., height, width, thickness and boldness) of Artist's credit in such billing block be smaller than the size of type used to accord credit therein to any other principal cast member in connection with the Picture.</p> <p>9.1.3 <u>Excluded Ads</u>. Notwithstanding anything to the contrary in Section 9.1.2 above, in the billing block portion of all excluded advertising relating primarily to the Picture issued by or under the direct control of Company ("Excluded Ad(s)") above or before the regular title if any other actor's credit appears above or before the regular title of the Picture, in no less than third position among principal cast credits (other than in prize, nomination, award or congratulatory-type ads or advertisements announcing a personal appearance wherein only the names of the persons receiving such recognition appear). In no event shall the size of type (i.e., height, width, thickness and boldness) of Artist's credit in such billing block be smaller than the size of type used to accord credit therein to Mark Ruffalo and Ethan Hawke in connection with the Picture.</p> <p>9.1.4 <u>Artwork Title</u>. Notwithstanding anything to the contrary in Section 9.1.2 or 9.1.3 above, if an artwork title is used for any Paid Ad or Excluded Ad where Artist is to receive credit therein, and provided that another actor rendering services on the Picture receives credit above the artwork title of the Picture, then, subject to Company's standard exclusions and exceptions, Artist will also be billed above the artwork title of the Picture, in accordance with the terms and conditions contained herein.</p> <p><u>9.1.5 Likeness. Notwithstanding anything to the contrary in Section 9.1.2 above, if the likeness of any other cast member appears in any Paid Ad or Excluded Ad (other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like, where only the honoree is depicted), then the likeness of Artist shall also appear in the same Paid Ad or Excluded Ad, in an average size no less favorable than the average size of the likeness of any other cast member in the same Paid Ad or Excluded Ad (excluding Mark Ruffalo and/or Ethan Hawke).</u></p> <p>...</p>
<p>Roemehl Hawkins (Costume Designer)</p>	<p>Signed Costume Designer Agreement –</p> <p>6.2. Paid Advertising Credit: Provided Artist is not in breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, and further subject to Company's standard exclusions, Artist shall be accorded credit as set forth above as part of the full billing block portion in paid advertising issued by Company, or under its direct control, including, but not limited to, full page advertising issued by Company, or under its direct control, including, but not limited to, full page advertisements in THE NEW YORK TIMES, THE LOS ANGELES TIMES, DAILY VARIETY, and/or THE HOLLYWOOD REPORTER, provided that the credit for the editor, director of photography and the production designer also appear in such billing block. In addition, should the full billing block appear on billboards, One Sheets, magazines, outdoor advertising/billboards, and/or the packaging of the videocassette/DVD/laser disc of the Picture, then Artist's credit shall also be included therein, provided that the credit for the editor, director of photography and the production designer also appears in such billing block.</p>
<p>Robert Hoffman (Editor)</p>	<p>Signed Editor Agreement –</p>

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	<p>6.2. <u>Paid Advertising Credit</u>: Provided Artist is not in breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, and further subject to Company's standard exclusions, Artist shall be accorded credit as set forth above as part of the full billing block portion in paid advertising issued by Company, or under its direct control, including, but not limited to, full page advertisements in <i>The New York Times</i>, <i>The Los Angeles Times</i>, <i>Daily Variety</i>, and/or <i>The Hollywood Reporter</i>, provided that the credit for the production designer and the director of photography also appear in such billing block. In addition, should the full billing block appear on billboards, One Sheets, magazines, outdoor advertising/billboards, and/or the videocassette/DVD/laser disc/Blu-ray packaging of the videocassette/DVD/laser disc/Blu-ray of the Picture, then Artist's credit shall also be included therein, provided that the credit for the production designer and director of photography also appears in such billing block.</p>
<p>Chris Norr (Director of Photography)</p>	<p>6.2. <u>Paid Advertising Credit</u>: Provided Artist is not in material breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, and further subject to Company's standard exclusions, Artist shall be accorded credit as set forth above as part of the full billing block portion in paid advertising issued by Company, or under its direct control, including, but not limited to, full page advertisements in <i>The New York Times</i>, <i>The Los Angeles Times</i>, <i>Daily Variety</i>, and/or <i>The Hollywood Reporter</i>, provided that the credit for the editor, production designer and the costume designer also appears in such billing block. In addition, should the full billing block appear on billboards, One Sheets, magazines, outdoor advertising/billboards, and/or the videocassette/DVD/laser disc/Blu-ray packaging of the videocassette/DVD/laser disc/Blu-ray of the Picture, then Artist's credit shall also be included therein, provided that the credit for the editor, production designer and the costume designer also appears in such billing block.</p>

9. PROMOTIONAL FILMS (FILM CLIPS / OUTTAKES & BLOOPERS / BEHIND-THE-SCENES) (other than SAG rules):

<p>Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie (Producer)</p>	<p>Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie, dated as of 10/1/07 –</p> <p>14. <u>PROMOTIONAL FILMS</u>. Producer contemplates filming and exploiting films, including without limitation, "behind-the-scenes" or "making of" productions (jointly and severally "<u>Promotional Rights</u>") about the development and production of the Picture. Lender and Artist hereby agree and consent to such filming and exploitation (including, without limitation, use of any behind-the-scenes photography of and filmed interviews with Artist) and hereby grant to Producer the right to use Artist's name, voice and likeness in connection with such Promotional Rights for no additional consideration, inasmuch as the compensation payable to Lender and Artist under Paragraph 4 above shall be deemed to include compensation for all rights granted pursuant to this Paragraph 14.</p>
<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>...</p> <p>9. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS; FILM CLIPS.</u></p> <p>...</p> <p>9.4 <u>Film Clips</u>. Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor. However, if Company proposes to utilize such Clips in promotional films in excess of thirty (30) minutes in length, Artist agrees to grant Company the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefor pursuant to the Company-Screen Actors Guild Codified Basic Agreement in effect as of the date of this Agreement (the "SAG Agreement"). Company shall not use any Clips in connection with commercial tie-ups and/or merchandising without Artist's consent, which consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, Company agrees that Artist shall have the right to approve any bloopers footage (excluding bloopers footage that is unobtrusive and/or incidental); provided,</p>

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	<p>however, that Artist shall be required to approve a reasonable amount of blooper footage, if any, for promotional films and/or DVD releases.</p> <p style="text-align: center;">...</p>
Ethan Hawke (Actor)	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>...</p> <p>10.2 <u>Film Clips</u>. Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor. However, if Company proposes to utilize such Clips in promotional films in excess of thirty (30) minutes in length, Artist agrees to grant Company the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefor pursuant to the Company-Screen Actors Guild Codified Basic Agreement in effect as of the date of this Agreement (the "SAG Agreement"). [NOTE: Clip licensing unrelated to the Picture must be subject to Artist's prior written consent.] Notwithstanding the foregoing, Company agrees that Artist shall have the right to approve any behind-the-scenes, blooper footage and outtakes.</p> <p>...</p>
Amanda Peet (Actor)	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 -</p> <p>...</p> <p>9.5 <u>Film Clips</u>. Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor.</p> <p>...</p>
Brian Goodman (Director)	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>3. SERVICES: If Producer sends the Production Notice, then Lender shall cause Director to render the services set forth below. Provided Director fully performs all required services and is not in breach or default of the material terms hereof, Director shall be employed as a director of the Picture on a pay-or-play basis as set forth in subparagraph 4(b)(ii) below.</p> <p>...</p> <p>3(b)(iv) <u>Promotional Films</u>: Lender shall cause Director to render services in connection with promotional films, trailers and electrical transcriptions produced in connection with the advertising and exploitation of the Picture. No additional compensation shall be payable for the services and uses referred to herein.</p> <p>5. ADDITIONAL POST-PRODUCTION SERVICES: If Producer requires further services of Director for retakes, changes, transparencies, added scenes, further photography, process shots, looping, sound track, post-synching, trailers, other language versions, publicity interviews, press junkets, premieres, personal appearances, stills photography and similar matters, Lender shall cause Director to report to Producer at such place(s) and on such consecutive or non-consecutive days as Producer may designate, provided Director is not then rendering professional services (pursuant to a contractual commitment) for another party. Lender shall cooperate to make such services of Director available to Producer at the earliest possible date. No additional compensation shall be payable for the services referred to in this subparagraph.</p>

10. MERCHANDISING/COMMERCIAL TIE-UPS/ENDORSEMENTS:

Mark Ruffalo (Actor)	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>10. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS: FILM CLIPS.</u></p>
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	<p>10.1 <u>Rights/Royalties</u>. Company shall have the right to perpetually use, and authorize others to use, Artist's name, image, voice and likeness and biographical data and reproductions of Artist's voice and likeness in connection with the advertising, publicizing, merchandising and exploitation of the Picture and all ancillary and subsidiary rights in and to the Picture (including, without limitation, in trailers and promotional films, with respect to "behind-the-scenes" footage, interviews, excerpts from the Picture and new footage shot in connection with trailers and promotional films, in featurettes, one-sheets, souvenir programs, press books, novelizations, and other commercial publications, sound track recordings embodied in albums, singles, tapes, discs, cassettes or any other form now known or hereafter devised, including the packaging therefor, sheet music and song books), and in connection with commercial tie-ups (with Artist's consent, which consent shall not be unreasonably withheld and/or delayed) (including product placements and product integrations) of any nature relating to the Picture or Artist's services hereunder; provided, however, that with respect to such commercial tie-ups (including product placements and product integrations), Artist shall not be represented as endorsing any product, commodity or service without Artist's consent; further provided that Artist acknowledges and agrees that Artist's "in character" handling and/or any use of any product, commodity and/or service in connection with any product placement(s) and/or product integration(s) shall not in any manner be deemed to be an endorsement and shall not (notwithstanding anything to the contrary) require Artist's consent. If Company utilizes Artist's name and/or likeness in connection with merchandising (with Artist's consent, which consent shall not be unreasonably withheld and/or delayed), Company shall pay Artist a percentage of the "net merchandising proceeds" (the amount and definition of which shall be negotiated in good faith within Company's standard parameters, but in no event shall the amount and definition be less favorable than the amount and definition accorded to any other cast member). Notwithstanding the foregoing, the following shall not be deemed merchandising: posters furnished to exhibitors, videocassette distributors, retail outlets and/or similar facilities for display or promotion (but not for sale to the general public), advertisements, jackets and/or covers of and inserts in book publications, advertisements, jackets and/or covers of and inserts in videodiscs, advertisements, jackets and/or covers of and inserts in videocassettes, free souvenir programs for the Picture, soundtrack recordings from the Picture, exhibition of trailers and promotional films for the Picture, credit accorded in any billing blocks and cast list credits in connection with merchandising or commercial tie-ups.</p> <p>10.2 <u>Film Clips</u>. Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor. However, if Company proposes to utilize such Clips in promotional films in excess of thirty (30) minutes in length, Artist agrees to grant Company the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefor pursuant to the Company-Screen Actors Guild Codified Basic Agreement in effect as of the date of this Agreement (the "SAG Agreement"). Company shall not use any Clips in connection with commercial tie-ups and/or merchandising without Artist's consent, which consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, Company agrees that Artist shall have the right to approve any blooper footage (excluding blooper footage that is unobtrusive and/or incidental); provided, however, that Artist shall be required to approve a reasonable amount of blooper footage, if any, for promotional films and/or DVD releases.</p> <p>10.3 <u>Soundtrack Rights</u>. Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than sixty (60) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith.</p> <p>...</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>Paragraph 10. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS; FILM CLIPS</u>.</p> <p>10.1 <u>Rights/Royalties</u>. Company shall have the right to perpetually use, and authorize others to use, Artist's name, image, voice and likeness and biographical data and reproductions of Artist's voice and likeness in connection with the advertising, publicizing, merchandising and exploitation of the Picture and all ancillary and subsidiary rights in and to the Picture (including, without limitation, in trailers and promotional films, with respect to "behind-the-scenes" footage, interviews, excerpts from the Picture and new footage shot in connection with trailers and promotional films, in featurettes, one-sheets, souvenir programs, press books, novelizations, and other commercial publications, sound track recordings embodied in albums, singles, tapes, discs, cassettes or any other form now known or hereafter devised, including the packaging therefor, sheet music and song books), and in connection with commercial tie-ups (with Artist's consent, which consent shall not be unreasonably withheld and/or delayed) (including product placements and product integrations) of any nature relating to the Picture or Artist's services hereunder; provided,</p>

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	<p>however, that with respect to such commercial tie-ups (including product placements and product integrations), Artist shall not be represented as endorsing any product, commodity or service without Artist's consent; further provided that Artist acknowledges and agrees that Artist's "in character" handling and/or any use of any product, commodity and/or service in connection with any product placement(s) and/or product integration(s) in the Picture shall not in any manner be deemed to be an endorsement and shall not (notwithstanding anything to the contrary) require Artist's consent. If Company utilizes Artist's name and/or likeness in connection with merchandising (with Artist's consent, which consent shall not be unreasonably withheld and/or delayed), Company shall pay Artist a percentage of the "net merchandising proceeds" (the amount and definition of which shall be negotiated in good faith within Company's standard parameters, but in no event shall the amount and definition be less favorable than the amount and definition accorded to any other cast member). Notwithstanding the foregoing, the following shall not be deemed merchandising: posters furnished to exhibitors, videocassette distributors, retail outlets and/or similar facilities for display or promotion (but not for sale to the general public), advertisements, jackets and/or covers of and inserts in book publications, advertisements, jackets and/or covers of and inserts in videodiscs, advertisements, jackets and/or covers of and inserts in videocassettes, free souvenir programs for the Picture, soundtrack recordings from the Picture, exhibition of trailers and promotional films for the Picture, credit accorded in any billing blocks and cast list credits in connection with merchandising or commercial tie-ups.</p> <p style="text-align: center;">10.4 <u>Film Clips</u>. Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor. However, if Company proposes to utilize such Clips in promotional films in excess of thirty (30) minutes in length, Artist agrees to grant Company the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefor pursuant to the Company-Screen Actors Guild Codified Basic Agreement in effect as of the date of this Agreement (the "SAG Agreement"). Company shall not use any Clips in connection with commercial tie-ups and/or merchandising without Artist's consent, which consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, Company agrees that Artist shall have the right to approve any blooper footage (excluding blooper footage that is unobtrusive and/or incidental); provided, however, that Artist shall be required to approve a reasonable amount of blooper footage, if any, for promotional films and/or DVD releases.</p> <p style="text-align: center;">10.5 <u>Soundtrack Rights</u>. Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than sixty (60) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith.</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc./s/o Amanda Peet, dated as of October 24, 2007 –</p> <p>11. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS: FILM CLIPS.</u></p> <p>11.1 <u>Rights/Royalties</u>. Company shall have the right to perpetually use, and authorize others to use, Artist's name, image, voice and likeness and biographical data and reproductions of Artist's voice and likeness in connection with the advertising, publicizing, merchandising (provided, however, that with respect to merchandising only, Company may only use Artist's name, image, voice and/or likeness in connection with merchandising with Artist's consent, which consent shall not be unreasonably withheld and/or delayed) and exploitation of the Picture and all ancillary and subsidiary rights in and to the Picture (including, without limitation, in trailers and promotional films, with respect to "behind-the-scenes" footage, interviews, excerpts from the Picture and new footage shot in connection with trailers and promotional films, in featurettes, one-sheets, souvenir programs, press books, novelizations, and other commercial publications, sound track recordings embodied in albums, singles, tapes, discs, cassettes or any other form now known or hereafter devised, including the packaging therefor, sheet music and song books), and in connection with commercial tie-ups (provided, however, that with respect to commercial tie-ups only, Company may only use Artist's name, image, voice and/or likeness in connection with commercial tie-ups with Artist's consent, which consent shall not be unreasonably withheld and/or delayed) (including product placements and product integrations) of any nature relating to the Picture or Artist's services hereunder; provided, however, that with respect to such commercial tie-ups (including product placements and product integrations), if consent is given, then Artist shall also not be represented as endorsing any product, commodity or service without Artist's further consent; further provided that Artist acknowledges and agrees that Artist's "in character" handling and/or any use of any merchandising product, commodity and/or service in connection with any product placement(s) and/or product integration(s) shall not in any manner be deemed to be an endorsement and shall not (notwithstanding anything to the contrary) require Artist's consent. If consent is given and Company utilizes Artist's name, image, voice and/or likeness in connection with merchandising, Company shall pay Artist a percentage of the "net merchandising</p>

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	<p>proceeds" (the definition of which shall be negotiated in good faith within Company's standard parameters). Notwithstanding the foregoing, the following shall not be deemed merchandising: posters furnished to exhibitors, videocassette distributors, retail outlets and/or similar facilities for display or promotion (but not for sale to the general public), advertisements, jackets and/or covers of and inserts in book publications, advertisements, jackets and/or covers of and inserts in videodiscs, advertisements, jackets and/or covers of and inserts in videocassettes, free souvenir programs for the Picture, soundtrack recordings from the Picture, exhibition of trailers and promotional films for the Picture, credit accorded in any billing blocks and cast list credits in connection with merchandising or commercial tie-ups.</p> <p style="text-align: center;">11.2 <u>Film Clips.</u> Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the "Clips") in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefor.</p> <p style="text-align: center;">11.3 <u>Soundtrack Rights.</u> Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder.</p>
<p>Brian Goodman (Director)</p>	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>15. NAME AND LIKENESS: Producer shall always have the right to use and display Director's name, voice, likeness and biographical data for distributing, advertising, publicizing, and exploiting the Picture. However, such advertising may not include the direct endorsement of any product (other than the Picture) without Director's or Lender's consent. Exhibition of, advertising, publicizing or exploiting the Picture by any media, even though a part of or in connection with a product or a commercially sponsored program, shall not be deemed an endorsement of any nature.</p>

11. SOUNDTRACK:

<p>Mark Ruffalo (Actor)</p>	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>...</p> <p>12. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS: FILM CLIPS.</u></p> <p>...</p> <p>12.4 <u>Soundtrack Rights.</u> Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than sixty (60) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith.</p> <p>...</p> <p>ST&C -</p> <p>2. RECORD ALBUM. If more than sixty (60) seconds of Artist's <u>non-singing</u> voice or instrumental performance is used in any "phonograph" record (which term shall be deemed to include wire, tape and any other means of audio recording) made from the soundtrack of the Picture (including any individual phonograph record or album on which such soundtrack or any part thereof is coupled with other material), Company will cause to be included in the Agreement with the phonograph record company involved a provision obligating such company to pay Artist, as a royalty, a proportionate share of a sum equal to (i) 5% of 90% of the suggested retail list price, or (ii) 10% of 90% of the wholesale list price (whichever method of computation is being predominantly used by the record company then computing such royalty) of all such phonograph records manufactured and sold and not returned. The royalty <u>payable to Artist</u> shall be computed and payable in <u>the same manner as for Company and in</u> accordance with the customary accounting practices of the company which distributes such phonograph records relating to recoupment of a proportionate share of production costs, reduction of royalties for reel-to-reel tape, tape cartridge, cassette, budget line, club distribution and foreign distribution. In computing the suggested retail list price or the wholesale list price (whichever is applicable), taxes, duties and the recording company's charges for packaging shall be deducted from such price before the above royalty percentage is applied thereto. Royalties shall not be payable for records given away or distributed on a no-charge basis for promotional purposes or to induce the sale of phonograph records. The proportionate share of the royalty and the production cost chargeable thereto shall be prorated in the proportion that the playing time of Artist's performance bears to the total playing time of the record or, at the election of the record company, in the proportion that the number of bands containing Artist's performance</p>
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	bears to the total number of <u>royalty bearing</u> bands on the record; provided that if Artist's performance is being rendered jointly with one or more other artists who are similarly receiving a proportionate royalty, the length of such joint playing time or the number of bands containing such joint performance shall be deemed to be the actual playing time or the actual number of such bands divided by the number of such artists. All artists sharing such royalty shall be treated in the same manner. Artist shall not authorize recording or re-recording by any third party of Artist's performance in the soundtrack of the Picture for a period of seven (7) years from first United States general release of the Picture, and Company may, at Company's expense, bring an action in the name of Company or Artist to prevent any use of Artist's performance in the soundtrack of the Picture which Artist does not have the right to authorize as aforesaid.
Ethan Hawke (Actor)	Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 - ... 10.3 <u>Soundtrack Rights</u> . Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder. Any such sound track recording may not embody greater than thirty (30) seconds of Artist's non-singing voice and/or sound effects in connection with Artist's services hereunder unless Company and Artist negotiate a royalty payable to Artist in connection therewith. ...
Amanda Peet (Actor)	Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 - 13. <u>ADVERTISING, MERCHANDISING & COMMERCIAL TIE-UPS: FILM CLIPS</u> 13.5 <u>Soundtrack Rights</u> . Company shall have the right to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist's voice and/or sound effects in connection with Artist's services hereunder.
Brian Goodman (Director)	Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06. 5. <u>ADDITIONAL POST-PRODUCTION SERVICES</u> : If Producer requires further services of Director for retakes, changes, transparencies, added scenes, further photography, process shots, looping, sound track, post-synching, trailers, other language versions, publicity interviews, press junkets, premieres, personal appearances, stills photography and similar matters, Lender shall cause Director to report to Producer at such place(s) and on such consecutive or non-consecutive days as Producer may designate, provided Director is not then rendering professional services (pursuant to a contractual commitment) for another party. Lender shall cooperate to make such services of Director available to Producer at the earliest possible date. No additional compensation shall be payable for the services referred to in this subparagraph.

12. MPAA RATING: R

13. DUBBING:

Mark Ruffalo (Actor)	Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07. ST&C 3. <u>RETAKES, ETC.</u> Prior to Start Date, Artist will render, without charge, services as required in connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-synching or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is
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	<p>specified in this Agreement. ...</p> <p>4. DUBBING AND DOUBLING. Company shall have the right to simulate Artist's voice and/or appearance in and in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof:</p> <p>(a) when necessary to expeditiously meet the requirements of foreign exhibition (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p> <p>(b) when necessary to expeditiously meet censorship requirements, both foreign and domestic (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p> <p>(c) when, in the opinion of Company, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or</p> <p>(d) when Artist is not available; or</p> <p>(e) when Artist fails or is unable to meet certain requirements of the role, such as, the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist.</p> <p>Notwithstanding anything to the contrary contained herein, subject to the budgetary restraints of the Picture and subject to the exigencies of the production, Artist shall have the right to approve any double and/or stand-in of Artist; provided, however, that Artist is available as required by Company, that the exercise of such approval right is at no additional cost to Company, that Artist shall not exercise such approval rights in an unreasonable and/or untimely manner so as to impede the production of the Picture, and that in the event of a dispute, Company's decision shall control.</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>ST&C</p> <p>5. RETAKES, ETC. Prior to Start Date, Artist will render, without charge, services as required in connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-syncing or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is specified in this Agreement. ...</p> <p>11. DUBBING AND DOUBLING. Company shall have the right to simulate Artist's voice and/or appearance in and in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof:</p> <p>(a) when necessary to expeditiously meet the requirements of foreign exhibition (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p> <p>(b) when necessary to expeditiously meet censorship requirements, both foreign and domestic (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p>

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	<p>(c) when, in the opinion of Company, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or</p> <p>(d) when Artist is not available; or</p> <p>(e) when Artist fails or is unable to meet certain requirements of the role, such as, the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist.</p> <p>Notwithstanding anything to the contrary contained herein, subject to the budgetary restraints of the Picture and subject to the exigencies of the production, Artist shall have the right to approve any double and/or stand-in of Artist; provided, however, that Artist is available as required by Company, that the exercise of such approval right is at no additional cost to Company, that Artist shall not exercise such approval rights in an unreasonable and/or untimely manner so as to impede the production of the Picture, and that in the event of a dispute, Company's decision shall control. In addition, Artist will not be required to perform in any nude and/or simulated sex scenes in connection with the Picture and there shall be no nude and/or simulated sex scene doubling of Artist, without Artist's prior consent.</p>
<p>Amanda Peet (Actor)</p>	<p>Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 –</p> <p>ST&C</p> <p>6. RETAKES, ETC. Prior to Start Date, Artist will render, without charge, services as required in connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-syncing or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is specified in this Agreement.</p> <p>...</p> <p>7. DUBBING AND DOUBLING. Company shall have the right to simulate Artist's voice and/or appearance in and in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof:</p> <p>(a) when necessary to expeditiously meet the requirements of foreign exhibition (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p> <p>(b) when necessary to expeditiously meet censorship requirements, both foreign and domestic (notwithstanding the foregoing, provided that Artist is available as and when requested by Company, Artist shall be provided with the first opportunity to dub Artist's voice in English to meet any such requirements of foreign exhibition unless due to the exigencies of the particular circumstances, time is of the essence or Artist is not available when requested by Company); or</p> <p>(c) when, in the opinion of Company, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or</p> <p>(d) when Artist is not available; or</p> <p>(e) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist.</p> <p>Notwithstanding anything to the contrary contained herein, subject to the budgetary restraints of the Picture and subject to the exigencies of the production, Artist shall have the right to approve any double and/or stand-in of Artist; provided, however, that Artist is available as required by Company, that the exercise of such approval right is at no additional cost to Company, that Artist shall not exercise such approval rights in an unreasonable and/or untimely manner so as to impede the production of the Picture, and that in the event of a</p>

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	dispute, Company's decision shall control.

14. PREVIEWS/PREMIERES:

Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie (Producer)	Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie, dated as of 10/1/07 – 15. PREMIERES. If Lender and Artist perform all material services required of Lender and Artist by Producer and if Lender and Artist are not in material breach hereof, then Producer shall invite each individual Artist plus one (1) guest to attend the first United States celebrity premiere of the Picture arranged by Producer, if any. If Artist and guest attend such premiere, and if such premiere is more than fifty (50) miles away from Artist's and guest's principal place of residence (which is Los Angeles, California), then in connection with such premiere, each individual Artist and guest shall be entitled to first class roundtrip air transportation (if available and if used) from Los Angeles, California to such premiere.
Mark Ruffalo (Actor)	Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07. 17. PREMIERE. Provided Artist is not in Default and Artist is accorded credit in connection with the Picture, Artist and one (1) non-business related guest shall be invited to attend the first United States "celebrity" premiere of the Picture financed by and under the direct control of Company, if any are held. If such "celebrity" premiere is held more than 50 miles from Artist's permanent residence (Artist acknowledges that Artist resides in Los Angeles, California), Company shall furnish Artist and Artist's guest for the cost of one (1) first class roundtrip transportation each (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), exclusive first class ground transportation to and from the airport, hotel and the premiere, first class hotel accommodations (i.e., a hotel suite, if available, unless Artist otherwise approves) and a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day, all of which shall be no less favorable than the invitations, travel, transportation, accommodations and per diem accorded to any other cast member attending the premiere of the Picture. Nothing herein shall require Company to hold any "celebrity" premiere of the Picture.
Ethan Hawke (Actor)	Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 - 17. PREMIERE. Provided Artist is not in Default and Artist is accorded credit in connection with the Picture, Artist and one (1) non-business related guest shall be invited to attend the first United States "celebrity" premiere of the Picture financed by and under the direct control of Company, if any are held. If such "celebrity" premiere is held more than 50 miles from Artist's permanent residence (Artist acknowledges that Artist resides in New York, NY), Company shall furnish Artist and Artist's guest for the cost of one (1) first class roundtrip transportation each (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), exclusive first class ground transportation to and from the airport, hotel, and the premiere, first class hotel accommodations (i.e., a hotel suite, if available, unless Artist otherwise approves) and a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day, all of which shall be no less favorable than the invitations, travel, transportation, accommodations and per diem accorded to any other cast member attending the premiere of the Picture. Nothing herein shall require Company to hold any "celebrity" premiere of the Picture.
Amanda Peet (Actor)	Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc.f/s/o Amanda Peet, dated as of October 24, 2007 – 17. PREMIERE. Provided Artist is not in Default and Artist is accorded credit in connection with the Picture, Artist and one (1) non-business related guest shall be invited to attend the first United States "celebrity" premiere of the Picture financed by and under the direct control of Company, if any are held. If such "celebrity" premiere is held more than 50 miles from Artist's permanent residence (Artist acknowledges that Artist resides in Los Angeles, California), Company shall furnish Artist with or reimburse Artist for the cost of one (1) first class roundtrip transportation each (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), first class ground transportation (to be shared only with other cast members or other above the line personnel), first class hotel accommodations and Company shall pay to Artist a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day. Nothing herein

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	shall require Company to hold any "celebrity" premiere of the Picture.
Donnie Wahlberg (Actor)	<p>v3 ADDENDUM TO SCREEN ACTOR'S GUILD WEEKLY CONTRACT (WEEK PERFORMER) FOR THEATRICAL MOTION PICTURES -</p> <p>4. Premieres: Artist <u>and one (1) guest</u> shall be <u>provided with an invitation</u>invited to attend the first "celebrity" premiere of the Picture financed and under the direct control of Producer, if any are held. Nothing herein shall require Producer to hold any premiere ("celebrity" or otherwise) of the Picture. <u>Notwithstanding anything to the contrary contained herein, in the event that any other writer(s) on the Picture (i.e., Brian Goodman and/or Paul Murray) is/are provided with travel, accommodations and expenses by Producer to attend the first "celebrity" premiere of the Picture (financed and under the direct control of Producer) in connection with their writing services, then Artist and Artist's guest shall also be provided with the same type of travel, accommodations and expenses to attend the first "celebrity" premiere of the Picture (financed and under the direct control of Producer).</u></p> <p>5. No Double Benefits: Artist shall not be entitled to duplicate rights and benefits under the Agreement and/or Option/Purchase Agreement dated as of December 1, 2006 between Bob Yari Productions (or its production company designee), on the one hand, and Ten Block Entertainment, Inc., Donnie D. Productions, Inc. and Paul Murray, on the other hand ("Rights Agreements"); by way of example, but not by way of limitation, neither Lender nor Artist shall be entitled to duplicate rights and/or benefits in connection with the premiere invitation in the Rights Agreements.</p>
Brian Goodman (Director)	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>34. PREMIERES/PREVIEW/SCREENINGS: Provided that neither Lender nor Director is in Director Default and further provided that Director is accorded a sole "Directed by" credit in connection with the Picture, Director and one (1) non-business guest shall be invited to attend the first "celebrity" premiere of the Picture financed and under the direct control of Producer, if any are held. Nothing herein shall require Producer to hold any premiere ("celebrity" or otherwise) of the Picture.</p> <p>Per DGA Basic Agreement, Section 7-701, we have to provide the director notice (5 days advance notice) of all previews (excluding press previews). We also have to provide the director with the first trade-press preview held in either LA or NY. In addition, per Peter's contract, we are to provide him with 2 cuts and 2 previews. ***** And what ever DGA requires.</p>
Brian Goodman, Donnie Wahlberg and Paul Murray (Writers)	<p>Signed OPA between Bob Yari Productions, on the one hand, and Ten Block Entertainment, Inc. f/s/o Brian Goodman, Donnie D. Productions, Inc. f/s/o Donnie Wahlberg, Paul Murray, on the other hand, dated as of December 1, 2006 -</p> <p>6. <u>PREMIERE</u>. If Purchaser or its affiliate shall actually produce the Picture based on the Rights, and if Owner and Writer are not in material breach or default, and if Writer receives "Written by" credit in connection with the Picture, Purchaser shall invite each individual Writer and a non-business related companion of each to the first major premiere of the Picture within the United States, if any. Nothing herein shall require Purchaser to hold any premiere of the Picture.</p>
Peter McIntosh (EP/Line Producer/UPM)	<p>Signed Line Producer Agreement, dated as of October 1, 2007 between RMC Productions, LLC ("Producer"), on the one hand, and Wonder Pictures, LLC, a New York limited liability company (Fed. ID# 43-2091769) ("Lender") for the services of Peter McIntosh -</p> <p>24. <u>PREMIERE</u>. Subject to the approval of the domestic distributor of the Picture, and provided that the Picture is completed with Artist as line producer thereof, provided that Lender and Artist fully perform all services and obligations hereunder and that neither Lender nor Artist is in material breach or default hereof, Artist and one (1) guest shall be provided with an invitation to attend one (1) premiere of the Picture under the direct control of Producer, if any. Nothing herein shall require Producer to hold any premiere of the Picture.</p>

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Roemehl Hawkins (Costume Designer)	<p>Signed Costume Designer Agreement –</p> <p>14. <u>Crew Screening.</u> Provided Artist is not in breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, upon receipt of written request from Artist, Company shall use reasonable efforts to provide Artist and one (1) non-business related guest to attend the crew screening of the Picture, if any. Nothing herein shall require Company to hold any crew screenings of the Picture.</p>
Robert Hoffman (Editor)	<p>Signed Editor Agreement –</p> <p>15. <u>Crew Screening.</u> Provided Artist <u>is</u> not in breach or default hereunder and subject to Artist's full performance of all services and obligations hereunder, upon receipt of written request from Artist, Company shall use reasonable efforts to provide Artist and one (1) non-business related guest with an invitation to attend the crew screening of the Picture, if any. Nothing herein shall require Company to hold any crew screenings of the Picture.</p>

4. PROMOTION AND/OR PUBLICITY:

Mark Ruffalo (Actor)	<p>Draft v6 Actor Agreement between RMC Productions, LLC and Willi Hill, Inc. f/s/o Mark Ruffalo dated as of 10/12/07.</p> <p>14. <u>PROMOTION AND PUBLICITY.</u></p> <p>14.1 <u>Promotional Services.</u> Artist shall render all services as, where and when required by Company prior and/or subsequent to the release of the Picture in connection with publicity and promotion of the Picture, including, without limitation, attending the major premiere(s) of the Picture, making appearances at press conferences, on television, engaging in interviews and participating in promotional tours and other promotional and publicity services required of Artist in connection with the Picture, subject only to Artist's then prior professional contractual commitments (provided Artist shall use all reasonable good faith efforts to be available as and when reasonably required by Company). Notwithstanding the foregoing, Artist shall have approval rights over all publicity and/or promotional services in connection with the Picture (which approval shall not be unreasonably withheld and/or delayed); provided, however, that Artist agrees to participate in a reasonable amount of publicity and/or promotional services. Artist shall not, except with Company's prior written approval, issue, release, authorize or in any way participate in any statements, interviews, press releases, advertisements, publicity or promotional activities relating to the Picture, Artist's services in connection with the Picture, the distribution and/or exploitation of the Picture by Company, the distributor of the Picture, and/or any affiliates of Company or the distributor of the Picture, or any of Company's rights in the Picture. Such approval shall be obtained from, and all publicity activities with respect to the Picture shall be approved by and coordinated with, the person designated by Company. Notwithstanding the foregoing, Artist need not obtain Company's consent to engage in publicity activities (including interviews) which do not relate primarily to the Picture and, in connection therewith, to make only incidental, non-derogatory mention of Company, the Picture, Artist's services or other persons rendering services in connection with the Picture without disclosing any confidential information. No additional compensation or other remuneration shall be payable to Artist with respect to Artist's promotional or publicity services rendered pursuant to this Section 8; however, ten percent (10%) of the Fixed Compensation shall be deemed to be allocable to, and in consideration of, the promotional services.</p> <p>14.2 <u>Promotion and Publicity Expenses.</u> With respect to promotion and publicity services rendered by Artist hereunder at Company's request at a location more than fifty (50) miles from Artist's permanent residence, upon Artist's request, Company shall furnish Artist and Artist's guest with or reimburse Artist and Artist's guest for the cost of one (1) first class roundtrip transportation each (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), exclusive first class ground transportation to and from the airport and hotel, and exclusive first class ground transportation to and from the promotional/publicity location, first class hotel accommodations (i.e., a hotel suite, if available, unless Artist approves otherwise) and Company shall pay to Artist a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day, all of which shall be no less favorable than the travel, transportation, accommodations and per diem accorded to any other cast member in connection with promotion and publicity services.</p> <p>...</p>
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	<p>14. <u>ADDITIONAL SERVICES.</u></p> <p>_____14.1 During the Term, Artist shall report (if and when requested by Company) to such place or places as Company may designate for publicity interviews, publicity photograph sittings, still pictures, tests, fittings for costumes, wigs, prosthetic devices and the like, make-up, rehearsals, auditions and story, song and production conferences and the like; provided, however, that prior to the commencement of the Guaranteed Period and after the PP Days such services shall be subject to Artist's then prior conflicting professional contractual commitments, and Artist shall use all reasonable good faith efforts to be available as and when reasonably required by Company. If and when requested, Artist shall render acting services during the PP Days in connection with the filming of new scenes and recording of voice-overs for trailers and other promotional materials, reshoots, added scene and other post-production activities. No additional compensation or other remuneration shall be payable to Artist with respect to any of the foregoing activities, except as may be specifically required herein.</p> <p>14.2 After the expiration of the later of (i) the PP Days or (ii) the completion of Artist's services in connection with principal photography of the Picture, Artist's services in connection with production conferences, retakes, looping, added scenes, trick shots and the like, and for changes in and/or foreign versions of the Picture shall be subject to Artist's then prior conflicting professional contractual commitments, but Artist shall use all reasonable good faith efforts to be available as, where and when reasonably required by Company. Compensation for such services shall be payable to Artist as provided in Section 6.2 with respect to each day in excess of the Guaranteed Period that Artist's services are required hereunder.</p> <p>...</p> <p>ST&C</p> <p>8. <u>RETAKES, ETC.</u> Prior to Start Date, Artist will render, without charge, services as required in connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-syncing or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is specified in this Agreement.</p> <p>...</p> <p>9. <u>RESTRICTIONS.</u> Artist will not, without Company's prior written approval, issue or authorize the publication of any news stories or publicity relating primarily to the Picture, or to Artist's employment hereunder, or to Company, as distinguished from personal publicity relating primarily to Artist. In the event of a breach of the terms of this paragraph, Company, in addition to any other right or remedy, may, within ten (10) days after receiving knowledge thereof, terminate this Agreement. Subject to the foregoing right of Artist to do personal publicity relating primarily to Artist, Artist agrees that Artist will not at any time (either during or after the term of this Agreement) make any use of the name of the role played by Artist in the Picture, the character or characterization portrayed by Artist in the Picture, or the title of the Picture, and not to portray in any medium, any role, character or characterization which is the same, which is confusingly similar to, which is imitative of, or which satirizes, ridicules or burlesques in any way the name of any role, character or characterization portrayed by Artist in the Picture.</p>
<p>Ethan Hawke (Actor)</p>	<p>Signed ACTING SERVICES AGREEMENT between RMC Productions, LLC and Under The Influence Productions Corp. f/s/o Ethan Hawke dated as of October 12, 2007 -</p> <p>8. <u>PROMOTION AND PUBLICITY.</u></p> <p>8.1 <u>Promotional Services.</u> Artist shall render all services as, where and when required by Company prior and/or subsequent to the release of the Picture in connection with publicity and promotion of the Picture, including, without limitation, attending the major premiere(s) of the Picture, making appearances at press conferences, on television, engaging in interviews and participating in promotional tours and other promotional and publicity services required of Artist in connection with the Picture, subject only to Artist's then prior professional contractual commitments (provided Artist shall use all reasonable good faith efforts to be available as and when reasonably required by Company). Notwithstanding the foregoing, Artist shall have approval rights over all publicity and/or promotional services in connection with the Picture (which approval shall not be unreasonably withheld and/or delayed); provided, however, that Artist agrees to participate in a reasonable amount of publicity and/or promotional services. Artist shall not, except with Company's prior written approval, issue, release, authorize or in any way participate in any statements, interviews, press releases, advertisements, publicity or promotional activities relating to the Picture, Artist's services in connection with the Picture, the distribution and/or exploitation of the Picture by Company, the distributor of the Picture, and/or any affiliates of Company or the distributor of the Picture, or any of Company's</p>

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	<p>rights in the Picture. Such approval shall be obtained from, and all publicity activities with respect to the Picture shall be approved by and coordinated with, the person designated by Company. Notwithstanding the foregoing, Artist need not obtain Company's consent to engage in publicity activities (including interviews) which do not relate primarily to the Picture and, in connection therewith, to make only incidental, non-derogatory mention of Company, the Picture, Artist's services or other persons rendering services in connection with the Picture without disclosing any confidential information. No additional compensation or other remuneration shall be payable to Artist with respect to Artist's promotional or publicity services rendered pursuant to this Section 8; however, ten percent (10%) of the Fixed Compensation shall be deemed to be allocable to, and in consideration of, the promotional services.</p> <p>8.2 <u>Promotion and Publicity Expenses.</u> With respect to promotion and publicity services rendered by Artist hereunder at Company's request at a location more than fifty (50) miles from Artist's permanent residence, upon Artist's request, Company shall furnish Artist and Artist's guest with or reimburse Artist and Artist's guest for the cost of one (1) first class roundtrip transportation each (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), exclusive first class ground transportation to and from the airport and hotel, and exclusive first class ground transportation to and from the promotional/publicity location, first class hotel accommodations (i.e., a hotel suite, subject to availability, unless Artist approves otherwise) and Company shall pay to Artist a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day, all of which shall be no less favorable than the travel, transportation, accommodations and per diem accorded to any other cast member in connection with promotion and publicity services.</p> <p>...</p> <p>14. <u>ADDITIONAL SERVICES.</u></p> <p>14.1 During the Term, Artist shall report (if and when requested by Company) to such place or places as Company may designate for publicity interviews, publicity photograph sittings, still pictures, tests, fittings for costumes, wigs, prosthetic devices and the like, make-up, rehearsals, auditions and story, song and production conferences and the like; provided, however, that prior to the commencement of the Guaranteed Period and after the PP Days such services shall be subject to Artist's then prior conflicting professional contractual commitments, and Artist shall use all reasonable good faith efforts to be available as and when reasonably required by Company. If and when requested, Artist shall render acting services during the PP Days in connection with the filming of new scenes and recording of voice-overs for trailers and other promotional materials, reshoots, added scene and other post-production activities. No additional compensation or other remuneration shall be payable to Artist with respect to any of the foregoing activities, except as may be specifically required herein.</p> <p>14.2 After the expiration of the later of (i) the PP Days or (ii) the completion of Artist's services in connection with principal photography of the Picture, Artist's services in connection with production conferences, retakes, looping, added scenes, trick shots and the like, and for changes in and/or foreign versions of the Picture shall be subject to Artist's then prior conflicting professional contractual commitments, but Artist shall use all reasonable good faith efforts to be available as, where and when reasonably required by Company. Compensation for such services shall be payable to Artist as provided in Section 6.2 with respect to each day in excess of the Guaranteed Period that Artist's services are required hereunder.</p> <p>...</p> <p>ST&C</p> <p>3. <u>RETAKES, ETC.</u> Prior to Start Date, Artist will render, without charge, services as required in connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-syncing or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is specified in this Agreement.</p> <p>...</p> <p>13. <u>RESTRICTIONS.</u> Artist will not, without Company's prior written approval, issue or authorize the publication of any news stories or publicity relating primarily to the Picture, or to Artist's employment hereunder, or to Company, as distinguished from personal publicity relating primarily to Artist. Subject to the foregoing right of Artist to do personal publicity relating primarily to Artist, Artist agrees that Artist will not at any time (either during or after the term of this Agreement) make any use of the name of the role played by Artist in the Picture, the character or characterization portrayed by Artist in the Picture, or the title of the Picture, and not to portray in any medium, any role, character or characterization which is the same, which is confusingly similar to, which is imitative of, or which satirizes, ridicules or burlesques in any way the name of any role, character or characterization portrayed by Artist in the Picture.</p>
Amanda Peet (Actor)	Draft v8 Actor Agreement between RMC Productions, LLC and Gertie, Inc./s/o Amanda Peet, dated as of October 24, 2007 –

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15. PROMOTION AND PUBLICITY.

15.1 Promotional Services. Artist shall render all services as, where and when reasonably required by Company prior and/or subsequent to the release of the Picture in connection with publicity and promotion of the Picture, including, without limitation, attending the major premiere(s) of the Picture, making appearances at press conferences, on television, engaging in interviews and participating in promotional tours and other promotional and publicity services required of Artist in connection with the Picture, subject only to Artist's prior professional contractual commitments (provided Artist shall use all reasonable good faith efforts to be available as and when required by Company). Notwithstanding the foregoing, Artist shall have approval rights over all publicity and/or promotional services in connection with the Picture (which approval shall not be unreasonably withheld and/or delayed); provided, however, that Artist agrees to participate in a reasonable amount of publicity and/or promotional services. Artist shall not, except with Company's prior written approval, issue, release, authorize or in any way participate in any statements, interviews, press releases, advertisements, publicity or promotional activities relating to the Picture, Artist's services in connection with the Picture, the distribution and/or exploitation of the Picture by Company, the distributor of the Picture, and/or any affiliates of Company or the distributor of the Picture, or any of Company's rights in the Picture. Such approval shall be obtained from, and all publicity activities with respect to the Picture shall be approved by and coordinated with, the person designated by Company. Notwithstanding the foregoing, Artist need not obtain Company's consent to engage in publicity activities (including interviews) which do not relate primarily to the Picture and, in connection therewith, to make only incidental, non-derogatory mention of Company, the Picture, Artist's services or other persons rendering services in connection with the Picture without disclosing any confidential information. No additional compensation or other remuneration shall be payable to Artist with respect to Artist's promotional or publicity services rendered pursuant to this Section 8; however, ten percent (10%) of the Fixed Compensation shall be deemed to be allocable to, and in consideration of, the promotional services.

15.2 Promotion and Publicity Expenses. With respect to promotion and publicity services rendered by Artist hereunder at Company's request at a location more than fifty (50) miles from Artist's permanent residence, Company shall furnish Artist with or reimburse Artist for the cost of one (1) first class roundtrip transportation (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice), first class ground transportation (to be shared only with other cast members or other above the line personnel), first class hotel accommodations and Company shall pay to Artist a reasonable, non-accountable per diem of One Hundred Dollars (\$100) per day. Notwithstanding the foregoing, in the event that Artist travels to a location more than fifty (50) miles from Artist's permanent residence in connection with promotion and publicity at Company's request and Artist desires to take her baby and her nanny with her, Company shall furnish Artist with an additional first class roundtrip transportation (by air, if appropriate and actually used for such purpose, on a carrier of Company's choice) for the baby and the nanny, as applicable.

...

14. ADDITIONAL SERVICES.

14.1 During the Term, Artist shall report (if and when requested by Company) to such place or places as Company may designate for publicity interviews, publicity photograph sittings, still pictures, tests, fittings for costumes, wigs, prosthetic devices and the like, make-up, rehearsals, auditions and story, song and production conferences and the like; provided, however, that prior to the commencement of the Guaranteed Period and after the PP Days such services shall be subject to Artist's prior conflicting professional contractual commitments, and Artist shall use all reasonable good faith efforts to be available as and when reasonably required by Company. If and when requested, Artist shall render acting services during the PP Days in connection with the filming of new scenes and recording of voice-overs for trailers and other promotional materials, reshoots, added scene and other post-production activities. No additional compensation or other remuneration shall be payable to Artist with respect to any of the foregoing activities, except as may be specifically required herein.

14.2 After the expiration of the later of (i) the PP Days or (ii) the completion of Artist's services in connection with principal photography of the Picture, Artist's services in connection with production conferences, retakes, looping, added scenes, trick shots and the like, and for changes in and/or foreign versions of the Picture shall be subject to Artist's prior conflicting professional contractual commitments, but Artist shall use all reasonable good faith efforts to be available as, where and when required by Company. Compensation for such services shall be payable to Artist as provided in Section 6.2 with respect to each day in excess of the Guaranteed Period that Artist's services are required hereunder.

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10. RETAKES, ETC. Prior to Start Date, Artist will render, without charge, services as required in

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	<p>connection with wardrobe, publicity and conferences concerning the Picture, subject to Artist's unavailability because of prior conflicting commitments. If, after Artist's continuous employment period hereunder, Company requires further services of Artist in the making of retakes, added scenes, looping, post-syncing or other similar services for the Picture, Artist shall render such services subject to Artist's unavailability because of prior conflicting motion picture contractual commitments (but Artist shall use all reasonable good faith efforts to be available). If Artist is required to render services beyond any guaranteed period (including free weeks and free looping days, if any) specified in this Agreement, Artist shall receive additional compensation therefor at such overage rate of compensation as is specified in this Agreement.</p> <p>...</p> <p>11. RESTRICTIONS. Artist will not, without Company's prior written approval, issue or authorize the publication of any news stories or publicity relating primarily to the Picture, or to Artist's employment hereunder, or to Company, as distinguished from personal publicity relating primarily to Artist. In the event of a breach of the terms of this Paragraph, Company, in addition to any other right or remedy, may, within ten (10) days after receiving knowledge thereof, terminate this Agreement. Artist agrees that Artist will not at any time (either during or after the term of this Agreement) make any use of the name of the role played by Artist in the Picture, the character or characterization portrayed by Artist in the Picture, or the title of the Picture, and not to portray in any medium, any role, character or characterization which is the same, which is confusingly similar to, which is imitative of, or which satirizes, ridicules or burlesques in any way the name of any role, character or characterization portrayed by Artist in the Picture.</p> <p>...</p>
<p>Brian Goodman (Director)</p>	<p>Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC dated as of 12/1/06.</p> <p>5. ADDITIONAL POST-PRODUCTION SERVICES: If Producer requires further services of Director for retakes, changes, transparencies, added scenes, further photography, process shots, looping, sound track, post-syncing, trailers, other language versions, publicity interviews, press junkets, premieres, personal appearances, stills photography and similar matters, Lender shall cause Director to report to Producer at such place(s) and on such consecutive or non-consecutive days as Producer may designate, provided Director is not then rendering professional services (pursuant to a contractual commitment) for another party. Lender shall cooperate to make such services of Director available to Producer at the earliest possible date. No additional compensation shall be payable for the services referred to in this subparagraph.</p> <p>...</p> <p>16. PUBLICITY RESTRICTIONS: Lender and/or Director shall not, by means of press agents or publicity or advertising agencies or others, employed or paid by Lender and/or Director or otherwise, circulate, publish or otherwise disseminate any news stories or articles, books or other publicity, containing Director's name and relating directly or indirectly to Director's or Lender's employment, the subject matter of this Agreement, the Picture, the Producer or the services to be rendered by Director/Lender or others in connection with the Picture unless the same are first approved in writing in each case by Producer's Publicity Department. Lender and/or Director shall not transfer or attempt to transfer any right, privilege, title, or interest in or to any of the things above specified, nor shall Lender and/or Director at any time grant the right to or authorize any person, firm or corporation in any way to infringe upon such rights hereby granted to Producer, and Lender and Director hereby authorize Producer, at Producer's expense, in Director's and/or Lender's name or otherwise, to institute any proper legal proceedings to prevent any infringement.</p>
<p>Brian Goodman, Donnie Wahlberg and Paul Murray (Writers)</p>	<p>Signed OPA between Bob Yari Productions, on the one hand, and Ten Block Entertainment, Inc. f/s/o Brian Goodman, Donnie D. Productions, Inc. f/s/o Donnie Wahlberg, Paul Murray, on the other hand, dated as of December 1, 2006 -</p> <p>11. PUBLICITY RESTRICTIONS. Owner shall not by means of press, publicity or advertising agencies employed or paid by Owner, or otherwise, authorize, circulate, publish or otherwise disseminate any news stories or articles or other publicity of any kind relating directly or indirectly to the subject matter of this Agreement, including the Picture, unless the same are first approved by Purchaser. Owner may, however, disseminate publicity which contains Writer's name and incidentally identifies the Picture and the services Writer rendered thereon so long as such publicity is not an advertisement for the Picture and does not contain any material which is derogatory in nature to Purchaser, the Picture or any element thereof or party rendering services in connection therewith.</p>
<p>Peter McIntosh (EP/Line Producer/UPM)</p>	<p>Signed Line Producer Agreement, dated as of October 1, 2007 between RMC Productions, LLC ("Producer"), on the one hand, and Wonder Pictures, LLC, a New York limited liability company (Fed. ID# 43-2091769) ("Lender") for the services of Peter McIntosh -</p> <p>14. PROMOTIONAL AND PUBLICITY SERVICES.</p>

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 APPROVALS/RESTRICTIONS/REQUIREMENTS

	<p>A. Artist shall render all services ("Promotional Services") as, where and when required by Producer (prior and/or subsequent to the release of the Picture) in connection with the publicity and promotion of the Picture, including without limitation, making appearances at press conferences or on television, making personal appearances, engaging in interviews, participating in photo sessions and participating in promotional tours and other promotional and publicity services required of Artist in connection with the Picture. Artist's rendition of Promotional Services (which is of the essence to this Agreement) shall be subject only to such prior conflicting entertainment industry-related commitments to third parties of which Artist has given Producer written notice, provided that Artist shall use best efforts to be available to render the Promotional Services. No additional compensation or other remuneration shall be payable to Lender with respect to the Promotional Services and the Fixed Compensation payable to Lender under Paragraph 5.A above shall be deemed to include compensation for such Promotional Services and all rights granted pursuant to this Paragraph.</p> <p>B. Neither Lender nor Artist shall issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Producer, the Picture or Artist's services hereunder without the prior written consent of Producer, except personal publicity in which the Picture is only incidentally mentioned ("Personal Publicity"). No publicity issued by Artist, whether Personal Publicity or otherwise, shall contain derogatory mention of Producer, the Picture, or the services of Artist or others in connection with the Picture. Neither Lender nor Artist may disclose any confidential information with respect to Producer or the Picture (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Producer's prior written consent.</p>
<p>Angela Peri (Boston Casting by)</p>	<p>Signed Casting Director Agreement - 4. NAME/LIKENESS/PUBLICITY: For no additional compensation (as the compensation payable to Employee under this Agreement for the Picture shall be deemed to include compensation for all rights granted pursuant to this Paragraph), in Producer's sole discretion, Producer shall have and is hereby granted, the exclusive and perpetual right throughout the universe, in all media now known or hereafter devised to use and license others the right to use Employee's name, voice (including, without limitation, interviews with Employee by Producer or other third parties, and DVD commentaries done during and/or following the Production Period, and the exclusive right to use master recordings of Employee's voice from the soundtrack of the Picture in a soundtrack/score album(s) of the Picture), filmed, videotaped and photographed likeness, simulated likeness and biography in connection with the Picture and the advertising, marketing, publicizing, packaging, distribution, merchandising and/or commercial tie-up purposes and other exploitation thereof (including, without limitation, in connection with soundtrack/score albums, and "behind-the-scenes" or "making of" productions by Producer or other third parties) and in connection with any distributor, exhibitor, or broadcaster of the Picture. If Producer so reasonably requests, Employee shall render (without charge) reasonable services customarily required by the distributor of the Picture in connection with a reasonable amount of publicity concerning the Picture (after reasonable notice to Employee), subject to Employee's professional availability, but Employee shall use good faith efforts to be available to render such publicity.</p>

5. LOCATION LICENSE AGREEMENTS:

<p>Harvard (Location)</p>	<p>Signed, temporary license agreement (this "License Agreement") is made as of this 19th day of October, 2007 by and between Harvard Real Estate - Allston, Inc., ("Licensor") and RMC Productions, LLC with an address of 10850 Wilshire Blvd. 6th Floor, Los Angeles, CA 90024 ("Licensee").</p> <p>1. Licensee's use of the name "Harvard" (alone or as part of another name) in advertising or promotional materials shall not be permitted without the prior written approval of Licensor, such approval being in Licensor's sole discretion.</p>

6. PRODUCT PLACEMENT DEALS:

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MLB/Boston Red Sox logo	Signed release – no promotional/commercial tie-in w/o MLB's approval.