

“WHAT DOESN’T KILL YOU”

Main Titles

<p>GENERAL NOTE: Initially, all credits are set at 100% of the regular title with an understanding that if a fanciful use is designated later in the process, the percentage may be reduced accordingly, subject to the following.</p>	<p>DGA RESTRICTION: Pursuant to DGA Basic Agreement, Article 8, Section 8-201. SCREEN CREDIT: size of type of director credit shall not be “less than 50% of the size in which the title of the motion picture is displayed <u>or</u> of the largest size in which credit is accorded to any other person, whichever is greater” ...</p> <p>WGA RESTRICTION: Pursuant to WGA Basic Agreement, THEATRICAL SHCHEDULE A, THEATRICAL CREDITS, Para. 8. ...“Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the motion picture, whichever is larger.”</p>
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CARD #	CREDIT	SIZE REQ	LEGAL REQUIREMENT
	Yari Film Group Releasing (Animated Logo)	Letters of the logo cannot be bigger than director’s credit, per DGA 8-201	<p><u>Credit:</u> Logo</p> <p><u>Authority:</u> Signed Distribution Agreement between RMC Productions, LLC and Yari Film Group Releasing, LLC, dated as of 3/24/08 – Paragraph 10(b) Distributor shall have the right to add its logo (animated or otherwise) and a presentation credit on screen (on separate cards) on all positive prints of the Picture and in all paid advertising therefore above and before the title of the Picture, indicating that the Picture is being presented and released by Distributor. Such credits shall be in a form, position and size to be determined by Distributor in its sole discretion in accordance with its customary practice, but in any event, the presentation credit shall appear before the opening main titles preceding the first credit. Distributor shall also have the right to add its distribution credit and logo to the end crawl of the Picture and in all paid advertising designating the Distributor as the distributor of the Picture.</p>
	Battleplan Productions (Animated Logo)	See size req in red	<p><u>Credit:</u> Logo</p> <p><u>Authority:</u> Signed Producer Agreement between RMC Productions, LLC and BATTLEPLAN PRODUCTIONS f/s/o Marc Frydman & Rod Lurie, dated as of October 1, 2007 – Paragraph 9. Credit: Subject to the Picture’s distributor’s standard exclusions and exceptions and any applicable guild requirements, and provided that the Picture is completed with Artist as a producer thereof, 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 will be accorded credit as follows:... (ii) if Yari Film Group Releasing, or an affiliate thereof, distributes the Picture, then an animated logo for Battleplan (in a form subject to Producer’s reasonable approval) on screen in the main titles (if a third party</p>

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			<p>distributes the Picture, then the animated logo is subject to distributor's approval)... (c) <u>Distributors</u>. Producer shall use good faith efforts to contractually require the distributors of the Picture to comply with the credit provisions of this Agreement. All other aspects of the foregoing credits shall be determined by Producer, in its sole discretion. (d) <u>Prospective Cure</u>. No casual or inadvertent failure by Producer and/or the Picture's distributor(s), nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof. Within a reasonable time after receipt of written notice from Lender or Artist, Producer shall use reasonable efforts to cure prospectively any such material failure to accord Artist's credit hereunder with regard to positive prints or advertising material, the masters of which are created after the date of Producer's receipt of such notice. (e) <u>General</u>. Unless otherwise specified, the size, type, position and all other aspects of the credit shall be at Producer's discretion.</p>
MT1	Yari Film Group Presents	<p>Letters cannot be bigger than director's credit, per DGA 8-201</p>	<p><u>Credit</u>: Presentation</p> <p><u>Authority</u>: Signed Distribution Agreement between RMC Productions, LLC and Yari Film Group Releasing, LLC, dated as of 3/24/08 - Paragraph 10(b) Distributor shall have the right to add its logo (animated or otherwise) and a presentation credit on screen (on separate cards) on all positive prints of the Picture and in all paid advertising therefore above and before the title of the Picture, indicating that the Picture is being presented and released by Distributor. Such credits shall be in a form, position and size to be determined by Distributor in its sole discretion in accordance with its customary practice, but in any event, the presentation credit shall appear before the opening main titles preceding the first credit...</p>
MT2	A Bob Yari Productions/ Battleplan Production	<p>Tied to any other production company. Bob Yari Production credit cannot be bigger than director's credit, per DGA 8-201</p>	<p><u>Credit</u>: Production Company</p> <p><u>Authority</u>: Per Bill Immerman's verbal confirmation, credit should be "A Bob Yari Productions/Battleplan Production"</p> <p><u>Additional Authority</u>: Signed Producer Agreement between RMC Productions, LLC and BATTLEPLAN PRODUCTIONS f/s/o Marc Frydman & Rod Lurie dated as of October 1, 2007 - Paragraph 9. Credit: Subject to the Picture's distributor's standard exclusions and exceptions and any applicable guild requirements, and provided that the Picture is completed with Artist as a producer thereof, 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 will be accorded credit as follows: (a) <u>Production Company Credit</u>: (i) An above-the-title production company credit for Battleplan</p>

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			<p>Productions, LLC ("<u>Battleplan</u>") in substantially the form "A Bob Yari/Battleplan Production" on screen, on a shared card, and in the billing block portion of paid advertisements in a size no less than that accorded to any other production company (c) <u>Distributors</u>. Producer shall use good faith efforts to contractually require the distributors of the Picture to comply with the credit provisions of this Agreement. All other aspects of the foregoing credits shall be determined by Producer, in its sole discretion. (d) <u>Prospective Cure</u>. No casual or inadvertent failure by Producer and/or the Picture's distributor(s), nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof. Within a reasonable time after receipt of written notice from Lender or Artist, Producer shall use reasonable efforts to cure prospectively any such material failure to accord Artist's credit hereunder with regard to positive prints or advertising material, the masters of which are created after the date of Producer's receipt of such notice. (e) <u>General</u>. Unless otherwise specified, the size, type, position and all other aspects of the credit shall be at Producer's discretion.</p>
MT3	A Film by Brian Goodman	Per WGA, tied to writer.	<p><u>Credit</u>: Possessory</p> <p><u>Authority</u>: Signed Director Agreement dated as of December 1, 2006 - Paragraph 6. Billing: (a) <u>Credit</u>: Provided all services required to be performed by Lender and Director hereunder are performed and all the terms and conditions of this Agreement are fully complied with, the Picture is produced by Producer and released, then Producer shall accord...Director a possessory "Film by" credit on a separate card on-screen in the main titles...in connection with the Picture subject to any applicable guild or union requirements.</p>
MT4	Mark Ruffalo	See size req in red; tied to all principal cast.	<p><u>Credit</u>: Cast</p> <p><u>Authority</u>: v6r Acting Services Agreement dated as of October 12, 2007 - Paragraph 9. CREDIT. Provided: (i) Artist appears recognizably in the Picture as released in the Role, and (ii) that Artist is not in Default of any terms hereunder, Artist shall be accorded the following credit:9.1 On Screen. On all positive prints of the Picture in the main titles (if principal cast credits are accorded in the main titles; otherwise, Artist's credit shall be accorded in the end titles) on a separate card, above or before the regular title, in first position among principal cast credits. In no event shall the average size of type (i.e., height, width, duration, thickness and boldness) of Artist's credit be smaller than the average size of type used to accord credit to any other principal cast member in connection with the Picture.</p>

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MT5	Ethan Hawke	See size req in red; tied to all principal cast.	<p><u>Credit:</u> Cast</p> <p><u>Authority:</u> Signed, Acting Services Agreement dated as of October 12, 2007 – Paragraph 9. CREDIT. Provided: (i) Artist appears recognizably in the Picture as released in the Role, Artist shall be accorded the following credit: 9.1 On Screen. On all positive prints of the Picture in the main titles (if principal cast credits are accorded in the main titles; otherwise, Artist's credit shall be accorded in the end titles) on a separate card, above or before the regular title, in second position among principal cast credits. In no event shall the average size of type (i.e., height, width, duration, thickness and boldness) of Artist's credit be smaller than the average size of type used to accord credit to any other principal cast member in connection with the Picture.</p>
MT6	Amanda Peet	See size req in red; tied to all principal cast.	<p><u>Credit:</u> Cast</p> <p><u>Authority:</u> v8r Acting Services Agreement dated as of October 24, 2007 – Paragraph 9. CREDIT. 9.1 Artist's Credit. 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: 9.1.1On Screen. On all positive prints of the Picture in the main titles (if principal cast credits are accorded in the main titles; otherwise, Artist's credit shall be accorded in the end titles) on a separate card, 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 average size of type (i.e., height, width, thickness and boldness) of Artist's credit be smaller than the average size of type used to accord credit to any other principal cast member in connection with the Picture.</p>
MT7	"WHAT DOESN'T KILL YOU"		<u>REGULAR TITLE</u>
MT8	Will Lyman	See size req in red.	<p><u>Credit:</u> Cast</p> <p><u>Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Artist's Perquisites dated as of November 16, 2007 – Paragraph 1 – SCREEN CREDIT: Main Titles. Single card, Position @ Producer's Discretion.</p> <p><u>Additional Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures</p>

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			<p>- Producer's Standard Terms & Conditions dated as of November 16, 2007 - B. Credit. Except as expressly set forth in the Agreement, Artist shall not be entitled to any credit in connection with the Picture. Any credit entitlement pursuant to the Agreement shall be accorded in Producer's sole discretion, shall be conditioned on Lender and Artist fully performing all services and obligations hereunder, and shall further be conditioned on neither Lender nor Artist being in breach or default hereof. In the event that Producer accords credit to Artist, then all aspects of such credit (including, without limitation, placement, position, size, duration) shall be in Producer's sole discretion. No casual or inadvertent failure by Producer or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach or default hereof.</p>
MT9	Brian Goodman	See size req in red.	<p><u>Credit:</u> Cast</p> <p><u>Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures - Artist's Perquisites dated as of December 10, 2007 - Paragraph 1 - Screen Credit: Single card main titles. Position at Producers' discretion.</p> <p><u>Additional Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures - Producer's Standard Terms & Conditions dated as of December 3, 2007 - B. Credit. Except as expressly set forth in the Agreement, Artist shall not be entitled to any credit in connection with the Picture. Any credit entitlement pursuant to the Agreement shall be accorded in Producer's sole discretion, shall be conditioned on Artist fully performing all services and obligations hereunder, and shall further be conditioned on Artist not being in breach or default hereof. In the event that Producer accords credit to Artist, then all aspects of such credit (including, without limitation, placement, position, size, duration) shall be in Producer's sole discretion. No casual or inadvertent failure by Producer or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach or default hereof.</p>
MT10	and Donnie Wahlberg	See size req in red; tied to other principal cast	<p><u>Credit:</u> Cast</p> <p><u>Authority:</u> Partially executed Deal Memo dated 11/27/07. Single card, main title, position at producer's discretion.</p> <p><u>Additional Authority:</u> v3r Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures - Artist's Perquisites dated as of November 26, 2007 - 1. Screen Credit: Main titles, single card, below or after the regular title of the Picture, in last position among single cards credited in the main titles, substantially in the form of</p>

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			<p>“and Donnie Wahlberg”. In no event shall the average size of type (i.e., height, width, thickness and boldness) of Artist’s credit be smaller than the average size of type used to accord credit to any other principal cast member in connection with the Picture.</p>
MT11	<p>Lenny Clarke Angela Featherstone Lindsey McKeon</p>	<p>Angela Featherstone - size no less than the size of any actor she shares the card with.</p>	<p><u>Credit: Cast</u></p> <p>LENNY CLARKE <u>Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Artist’s Perquisites dated as of December 10, 2007 – Paragraph 1 – Screen Credits. Shared card, main titles, no more than (3) three on a card. Position at producers’ discretion.* <u>Additional Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures –Producer’s Standard Terms & Conditions dated as of December 10, 2007 - B. Credit. Except as expressly set forth in the Agreement, Artist shall not be entitled to any credit in connection with the Picture. Any credit entitlement pursuant to the Agreement shall be accorded in Producer’s sole discretion, shall be conditioned on Lender and Artist fully performing all services and obligations hereunder, and shall further be conditioned on neither Lender nor Artist being in breach or default hereof. In the event that Producer accords credit to Artist, then all aspects of such credit (including, without limitation, placement, position, size, duration) shall be in Producer’s sole discretion. No casual or inadvertent failure by Producer or the Picture’s distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach or default hereof.</p> <p>ANGELA FEATHERSTONE <u>Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Artist’s Perquisites dated as of November 16 , 2007 – Paragraph 1 – SCREEN CREDIT: Main titles, Shared Card (in size no less than the size of any actor she shares the card with), Position @ Producer’s Discretion.* <u>Additional Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Producer’s Standard Terms & Conditions dated as of November 16, 2007 - B. Credit. Except as expressly set forth in the Agreement, Artist shall not be entitled to any credit in connection with the Picture. Any credit entitlement pursuant to the Agreement shall be accorded in Producer’s sole discretion, shall be conditioned on Lender and Artist fully performing all services and obligations hereunder, and shall further be conditioned on neither Lender nor Artist being in breach or default hereof. In the event that Producer accords credit to Artist, then all aspects of such credit (including, without limitation,</p>

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			<p>placement, position, size, duration) shall be in Producer's sole discretion. No casual or inadvertent failure by Producer or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach or default hereof.</p> <p>LINDSEY MCKEON <u>Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Artist's Perquisites dated as of December 6, 2007 – Paragraph 1 – SCREEN CREDIT. Shared card main titles, no more than (3) three on a card. All other matters with respect to such credit, including, without limitation, size, position, placement, etc., shall be within Producer's sole discretion.</p> <p><u>Additional Authority:</u> Signed Addendum to SAG Weekly Contract (Weekly Performer) For Theatrical Motion Pictures –Producer's Standard Terms & Conditions dated as of December 6, 2007 - B. Credit. Any credit to be accorded to Lender and/or Artist in connection with the Picture shall be in accordance with that certain Addendum to Screen Actor's Guild Weekly Contract (Weekly Performer) For Theatrical Motion Pictures – Artist's Perquisites ("Perq Addendum"), the term of which are attached hereto and incorporated into the Agreement by this reference. Any credit entitlement pursuant to the Agreement shall be accorded in Producer's sole discretion, shall be conditioned on Lender and Artist fully performing all services and obligations hereunder, and shall further be conditioned on neither Lender nor Artist being in breach or default hereof. In the event that Producer accords credit to Artist, then all aspects of such credit (including, without limitation, placement, position, size, duration) shall be in Producer's sole discretion. All third party licensees of Producer shall be advised of the foregoing credit provisions; provided that no casual or inadvertent failure by Producer or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach or default hereof. In the event of any failure by Producer to comply with the foregoing credit provisions, and upon written notice from Artist of any failure to accord such credit, Producer shall take reasonable steps to prospectively cure any such failure that is economically practicable to cure; provided, however, that Producer shall not be required to recall any prints and/or advertising materials of the Picture.</p> <p>*Order at Producer's Discretion</p>
MT12	Casting by Donna DeSeta Angela Peri	See size req in red; Size tied to DP (with respect	<p><u>Credit:</u> Casting Directors</p> <p>DONNA DESETA <u>Authority:</u> Signed Casting Director Agreement dated as of November 1, 2007 (as amended pursuant to the signed</p>

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		to Donna DeSeta only)	<p>AMENDMENT dated as of December 13, 2007 and the signed SECOND AMENDEMENT dated February 1, 2008) – Paragraph 5. <u>Credit:</u> (a) Provided that Casting Director is not in breach or default hereof and further provided that Casting Director renders all necessary and required services hereunder, and further subject to all collective bargaining agreements applicable to the Picture, Casting Director shall receive credit in substantially the following form: “Casting by Donna DeSeta”, in the main titles on a shared or separate card (at Producer’s sole and absolute discretion; provided, however, that if Casting Director is the sole casting director on the Picture, then such credit shall appear on a separate card) on all positive prints of the Picture. If main title credits appear in the end titles, Casting Director’s credit shall appear in the end titles. In addition, provided that Casting Director is not in breach or default hereof and further subject to all collective bargaining agreements applicable to the Picture, Company shall also accord a casting assistant credit for Casting Director’s assistant (i.e., Marine Albert) in the end crawl/roll of the Picture. (The following is as amended pursuant to the signed SECOND AMENDEMENT dated February 1, 2008) – Paragraph 5(a)(i) Casting Director acknowledges that there may be other casting directors and/or casting associates who receive screen credit on the Picture. Notwithstanding anything to the contrary contained herein, the size of credit (i.e., height, width and thickness) accorded to Casting Director hereunder shall be no less favorable than the size of credit accorded to the Director of Photography on the Picture... Furthermore, Producer shall exercise reasonable efforts (subject to applicable guild restrictions and the policies of the Picture’s distributor(s)) to accord screen credit adjacent to the credit for the cast. All other aspects of the credit shall be determined by Producer in its sole discretion. (b) No casual or inadvertent failure by Producer or by any third party to comply with said screen credit provisions, or any covenant of this Agreement, shall be deemed a breach of this Agreement. Casting Director’s rights in the event of a breach by Producer of the terms of this Agreement shall be limited to an action at law for damages, and in no event shall Casting Director be entitled by reason of such breach to terminate this Agreement or to enjoin or restrain the production, distribution, exhibition or exploitation of the Picture.</p> <p>ANGELA PERI <u>Authority:</u> Bill Immerman verbally approved shared main title credit on 5/12/08. <u>Additional Authority:</u> Signed Non-Union Crew Agreement dated November 28, 2007 – Paragraph 4 – <u>Credit.</u> Except as specifically set forth in this Agreement and/or any exhibits</p>

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			<p>attached hereto and executed by Producer (if any), credit, if any, shall be granted in Producer's sole and absolute discretion. If Producer provides Employee with credit, all characteristics with respect to such credit shall be at Producer's discretion and Employee's name shall read as follows: (BLOCK PRINT NAME PLEASE): ANGELA PERI. STANDARD TERMS & CONDITIONS. 9. CREDIT: Except as specifically set forth in the Agreement, credit (if any) shall be granted in Producer's sole discretion (subject to any applicable union rules, if applicable). If the Agreement states that Employee is entitled to credit, then such credit shall be conditioned upon employee not being in breach or default of the Agreement and Employee fully rendering all Services as required by Producer hereunder. All matters relating to credit, including, without limitation, the placement, size and style of type, will be determined by Producer in its sole discretion, and all credit obligations are subject to Producer's standard exclusions, and exceptions. No failure by Producer, and no failure by any third party, to comply with the credit provisions of this Agreement shall constitute a breach hereof by Producer. In the event of any such failure, upon written notice from Employee, Producer shall use commercially reasonable efforts to correct any such failure on a prospective basis only, and in no event shall Producer be required to recall any prints or any advertising created or committed to.</p>
MT13	Music Supervisor Richard Glasser		<p><u>Credit:</u> Music Supervisor</p> <p><u>Authority:</u> DGA Waiver to get credit before UPM, 1st AD, etc.</p> <p><u>Authority:</u> Signed Music Supervisor Agmt.</p> <p>6. <u>CREDIT.</u> Subject to the Producer's and the Picture's distributor's standard exclusions and exceptions and any applicable collective bargaining agreements, including the Directors Guild of America Basic Agreement, and provided that Lender and Artist fully perform all services and obligations hereunder and that neither Lender nor Artist is otherwise in breach or default hereof, Artist will be accorded main title credit on a separate card and in the billing block portion of paid advertising issued by Producer (or under its authority or control) substantially in the form of "Music Supervisor - Richard Glasser" subject to customary exclusions and exceptions by either the distributors of the Picture or the motion picture industry. All other aspects of the foregoing credit shall be determined by Producer, in its sole discretion. No casual or inadvertent failure by Producer and/or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall</p>

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			constitute a breach hereof.
MT14	Music By Alex Wurman	Tied to director of photography, production designer, costume designer and editor	<p><u>Credit:</u> Composer</p> <p><u>Authority:</u> Draft 4r Composer Agreement dated as of 4/4/08, Paragraph.</p> <p>4. <u>CREDIT.</u> (a) Subject to (i) Artist fully performing all services and obligations hereunder, (ii) Artist not being in breach or default hereof, (iii) more than 54% of the underscore for the Picture as commercially released being solely created by Artist hereunder, (iv) the Producer's and the Picture's distributor's standard exclusions and exceptions, and (v) applicable guild requirements or collective bargaining agreements (if any), Artist will be accorded credit substantially in the form "Music by Alex Wurman" on screen in the main titles (unless the editor, production designer, costume designer or director of photography for the Picture are accorded credit in the end titles, in which case, Artists credit shall appear in the end titles) on a separate card (provided, however, that if Artist composes between 45% to 54% of the underscore, then such credit will be on a shared card; and further provided that if Artist composes less than 45% of the underscore, then Artist will receive credit in the end crawl of the Picture substantially in the form of "Additional Music by Alex Wurman") and in the billing block portion of paid ads which satisfy all of the following criteria: (1) the paid ad is solely financed by and solely under the direct control of Producer and (2) the director of photography, production designer, costume designer and editor are also accorded credit therein; provided that credit in any paid ad shall be subject to any applicable distributor's customary exclusions and policies. Furthermore, the size of type of credit (i.e., height, width and thickness) accorded to Artist hereunder shall be no less than 100% of the average size of type utilized to accord credit to the director of photography, production designer, costume designer and editor of the Picture. All other aspects of the foregoing credit shall be determined by Producer, in its sole discretion. Notwithstanding anything to the contrary contained herein, Producer shall have the right to engage additional composers on the Picture and to accord additional composer credits to any other third party. No casual or inadvertent failure by Producer and/or the Picture's distributor, nor any failure by any third party, to comply with the terms of this Paragraph shall constitute a breach hereof.</p>
MT15	Costume Designer	See size req	<u>Credit:</u> Costume Designer

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	Roemehl Hawkins	in red; Size tied to DP.	<p><u>Authority:</u> Signed Costume Designer Agreement dated as of November 6, 2007 – Paragraph 6.1 On Screen 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 all collective bargaining agreements applicable to the Picture, as well as all credit policies of the distributor of the Picture, Company shall accord Artist credit substantially in the form “Costume Designer – Roemehl Hawkins” on a shared or separate card (at Company’s sole and absolute discretion; provided, however, that if Artist is the sole costume designer on the Picture, then such credit shall appear on a separate card) in the main titles (unless the editor, director of photography or production designer for the Picture are accorded credit in the end titles, in which case, Artist’s credit shall appear in the end titles) on all positive prints of the Picture.</p> <p>Notwithstanding anything to the contrary contained herein, Company shall have the right to engage additional costume designers on the Picture and to accord additional costume designer credits to any other third party, and Artist’s credit hereunder may appear on a shared card with other costume designer(s), at Company’s sole and absolute discretion; provided, however, that if Artist is accorded shared card credit with other costume designer(s), then Artist's credit shall appear in first (1st) position relative to any and all other costume designer(s) employed by Company in connection with the Picture if the amount of Artist's contribution to the Picture equals and/or exceeds fifty-one percent (51%) of the costume designs used in the final edited version of the Picture. In addition, the size of type of credit (i.e., height, width and thickness) accorded to Artist hereunder shall be no less than 100% of the average size of type utilized to accord credit to the director of photography of the Picture. All other characteristics of Artist's credit shall be at Company's sole discretion... 6.3 All other matters with respect to such credits shall be within Company's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 shall constitute a breach of this Agreement.</p>
MT16	Editor Robert Hoffman	See size req in red; Size tied to DP, PD.	<p><u>Credit:</u> Editor</p> <p><u>Authority:</u> Signed Editor Agreement dated as of December 5, 2007 – Paragraph 6.1 On Screen 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 all collective bargaining agreements applicable to the Picture, Company shall accord Artist credit substantially in the form “Editor – Robert Hoffman” or “Edited by Robert Hoffman” (in Company’s sole discretion) in the main titles (unless the director of photography and the production designer for the Picture are accorded credit in the</p>

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			<p>end titles, in which case, Artist's credit shall appear in the end titles) on a shared or separate card (at Company's sole and absolute discretion; provided, however, that if Artist is the only editor engaged on the Picture, then Artist shall be accorded credit on a separate card) on all positive prints of the Picture. In accordance with the foregoing, Company shall have the right to accord credit to any other third party, including, without limitation, "additional editor" credits, and Artist's credit hereunder may appear on a shared card with other editors, at Company's sole and absolute discretion. Furthermore, the size of type of credit (i.e., height, width and thickness) accorded to Artist hereunder shall be no less than 100% of the average size of type utilized to accord credit to the director of photography and the production designer of the Picture... 6.3 All other matters with respect to such credits shall be within Company's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 shall constitute a breach of this Agreement. Upon receipt of written notice from Artist specifying a material failure to accord Artist credit in connection herewith, Company shall use all reasonable good faith business efforts to prospectively cure such credit failures; provided, however, that Company shall not be required to recall any prints and/or advertising materials of the Picture and further provided that an inadvertent failure to cure shall not be deemed a breach hereof by Company. In addition, Company shall also use all reasonable good faith business efforts to notify all third parties of the credit obligations contained herein' provided however that an inadvertent failure to inform any third party and/or a failure by such third party to abide by the credit obligations contained herein shall not be deemed a breach hereof by Company.</p>
MT17	Production Designer Henry Dunn	See size req in red; Size tied to editor, DP, CD..	<p><u>Credit:</u> Production Designer</p> <p><u>Authority:</u> Per Christa Zofcin's verbal confirmation on 4/4/08, Henry Dunn to get Main Title, separate card, credit in the form "Production Designer - Henry Dunn".</p> <p><u>Additional Authority:</u> Signed Deal Memo dated 10/25/07 - Paragraph 4. Credit: Except as specifically set forth in this Agreement and/or any exhibits attached hereto and executed by Producer (if any), credit, if any, shall be granted in Producer's sole discretion. If Producer provides Employee with credit, Employee's name shall read as follows: (BLOCK PRINT NAME) HENRY DUNN.</p> <p><u>Additional Authority:</u> ST&C to the signed Deal Memo dated 10.25.07 - Paragraph 9. CREDIT: Except as specifically set forth in the Agreement, credit (if any) shall be granted in Producer's sole discretion (subject to any applicable union rules, if applicable). If the Agreement states that Employee is entitled to credit, then such credit shall be conditioned</p>

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			<p>upon employee not being in breach or default of the Agreement and Employee fully rendering all Services as required by Producer hereunder. All matters relating to credit, including, without limitation, the placement, size and style of type, will be determined by Producer in its sole discretion, and all credit obligations are subject to Producer's standard exclusions, and exceptions. No failure by Producer, and no failure by any third party, to comply with the credit provision of this Agreement shall constitute a breach hereof by Producer. In the event of any such failure, upon written notice from Employee, Producer shall use commercially reasonable efforts to correct any such failure on a prospective basis only, and in no event shall Producer be required to recall any prints or any advertising created or committed to.</p>
MT18	<p>Director of Photography Chris Norr</p>	<p>See size req in red.</p>	<p><u>Credit:</u> Director of Photography</p> <p><u>Authority:</u> Signed Director of Photography Agreement dated as of November 14, 2007 - Paragraph 6 ... 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 all collective bargaining agreements applicable to the Picture, Company shall accord Artist credit substantially in the form "Director of Photography - Christopher Norr" on a separate card in the main titles (unless the editor, production designer or costume designer for the Picture are accorded credit in the end titles, in which case, Artist's credit shall appear in the end titles) on all positive prints of the Picture. All other characteristics of Artist's credit shall be at Company's sole discretion... 6.3 All other matters with respect to such credits shall be within Company's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 shall constitute a breach of this Agreement.</p> <p><u>Additional Authority:</u> Email confirmation from Chris Norr's agents.</p> <p>From: "Jeremiah Radel" <jradel@montanartists.com> Date: November 3, 2008 1:03:44 PM PST To: <sstolnitz@yarifilmgroup.com> Cc: "Eric Klein" <eklein@montanartists.com> Subject: Chris Norr/"REAL MEN CRY" -- Credit</p> <p>Hi Sky,</p> <p>Per our conversation, Chris would like his credit to read:</p> <p><i>Director of Photography - Chris Norr</i></p>

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			<p>If you have any questions or concerns, feel free to contact me at the number listed below.</p> <p>Best regards,</p> <p><i>Jeremiah Radel</i> Assistant to Eric Klein and Julian Savodioker Montana Artists Agency 7715 W. Sunset Blvd, 3rd Floor Los Angeles, CA 90046 ph. 323.845.4144 Ext. 236 fax. 323.845.4155</p> <p><u>Additional Authority:</u> Producer's discretion from Chris to Christopher. Christa Zofcin verbally approved.</p> <p>Note: placement of the credit will be in accordance with the applicable IATSE Agreement. Local #600 - International Cinematographers Guild, Paragraph 84.</p>
MT19	Executive Producers William J. Immerman Peter McIntosh	See size req in red.	<p><u>Credit:</u> EP</p> <p>YARI DESIGNEE(S) <u>Authority:</u> Producer's Discretion. Per Bill Immerman's email on 5/6/08, Bill Immerman to get EP credit in opening credits in the following: William J. Immerman.</p> <p>-----Original Message----- From: Bill Immerman Sent: Tuesday, May 06, 2008 10:30 AM To: Michelle Reed; Stuart Burkin Cc: CJ Lee; Elizabeth Bell; Alex Vonhungen; Malee Nerenhausen Subject: Re: REAL MEN CRY/Opening Credits</p> <p>Bob agree to give me credit as William J. Immerman Sent from my BlackBerry® wireless handheld</p> <p><u>Credit:</u> Line Producer PETER MCINTOSH <u>Authority:</u> Signed Line Producer Agreement dated as of October 1, 2007 - Paragraph 10 - Credit: Subject to the Picture's distributor's standard exclusions and exceptions with respect to paid advertising and any applicable guild requirements, and provided that the Picture is completed with Artist as line producer thereof, that Lender and Artist fully perform all services and obligations hereunder and that neither Lender nor Artist is in breach or default hereof, Artist will be accorded credit as follows: A. On screen. In the main titles, if any executive producer credits also appear in the main titles, in substantially the form "Executive Producer - Peter McIntosh," which credit shall appear on a</p>

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			<p>shared card... C. Subject to the foregoing, all aspects of the foregoing credit to be determined by Producer, in its sole discretion. No casual or inadvertent failure by Producer and/or the Picture's distributor, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof.</p>
MT20	<p>Produced by Bob Yari Marc Frydman & Rod Lurie</p>	<p>See size req in red; Tied to all producers</p>	<p><u>Credit:</u> Producer</p> <p>BOB YARI <u>Authority:</u> Producer's Discretion.</p> <p>MARC FRYDMAN & ROD LURIE <u>Authority:</u> Signed Producer Agreement dated as of October 1, 2007 - Paragraph 9. Credit: Subject to the Picture's distributor's standard exclusions and exceptions and any applicable guild requirements, and provided that the Picture is completed with Artist as a producer thereof, 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 will be accorded credit as follows: ...(b) <u>Producer Credit.</u> A "Produced by" credit in substantially the form of "Produced by Marc Frydman & Rod Lurie" on a separate card (which card may be shared with Bob Yari) in the main titles on screen and in the billing block portion of paid advertisements where any other producer receives credit and in a size no less than that accorded to any other producer. (c) <u>Distributors.</u> Producer shall use good faith efforts to contractually require the distributors of the Picture to comply with the credit provisions of this Agreement. All other aspects of the foregoing credits shall be determined by Producer, in its sole discretion. (d) <u>Prospective Cure.</u> No casual or inadvertent failure by Producer and/or the Picture's distributor(s), nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof. Within a reasonable time after receipt of written notice from Lender or Artist, Producer shall use reasonable efforts to cure prospectively any such material failure to accord Artist's credit hereunder with regard to positive prints or advertising material, the masters of which are created after the date of Producer's receipt of such notice. (e) <u>General.</u> Unless otherwise specified, the size, type, position and all other aspects of the credit shall be at Producer's discretion.</p>
MT21	<p>Written by Brian Goodman & Donnie Wahlberg & Paul T. Murray</p>		<p><u>Credit:</u> Writer</p> <p><u>Authority:</u> Signed Option Purchase Agreement dated as of December 1, 2006 - Paragraph 5. WRITING CREDIT. Provided Owner and/or Writer are not in breach or default hereunder, subject to Owner's/Writer's full performance of all services and obligations hereunder, and further provided</p>

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			<p>that no additional writing is done for the Property by (an)other writer(s): Writer shall receive credit on a separate shared card, on screen... substantially in the form: "Written by Brian Goodman, Donnie Wahlberg & Paul T. Murray". No credit shall be accorded to Goodman Lender or Wahlberg Lender. No casual or inadvertent failure by Purchaser to accord credit hereunder, nor the failure for any reason by third parties to comply with the provisions of this paragraph, shall be deemed a breach hereof by Purchaser....All other credits and characteristics of such credits shall be determined by Purchaser in its sole and absolute discretion. In the event that Purchaser hires (an)other writer(s) to provide writing services in connection with the Picture: (i) if any such writer is a member of the WGA, the writing credits shall be determined pursuant to the provisions of the then-applicable WGA Agreement, if any, or, (ii) if at such time there is not a WGA Agreement in force or no such writers are members of the WGA, Purchaser shall determine writing credits by reasonably applying the standards and practices of the WGA...</p> <p>NOTE: Picture is not WGA but need to apply WGA standards and practices. 5/19/08-Confirmed with Brian Goodman's agent, Paul Santana that this was a 3 men writing team.</p> <p><u>Additional Authority:</u> 3 men writing team. From: CJ Lee Sent: Tuesday, May 20, 2008 12:54 PM To: 'psantana@apa-agency.com' Cc: Elizabeth Bell; Bill Immerman Subject: REAL MEN CRY/Brian Goodman, Donnie Wahlberg, Paul Murray</p> <p>Hi Paul,</p> <p>It was very nice speaking to you yesterday. ...</p> <p>Also, as discussed yesterday, this email confirms that the above-mentioned writers are a writing team and they shall be credited accordingly, per WGA guidelines, as follows: Written by Brian Goodman & Donnie Wahlberg & Paul T. Murray</p>
MT22	Directed by Brian Goodman		<p><u>Credit:</u> Director</p> <p><u>Authority:</u> Signed Director Agreement dated as of December 1, 2006 - Paragraph 6. Billing: (a) <u>Credit:</u> Provided all services required to be performed by Lender and Director hereunder are performed and all the terms and conditions of this Agreement are fully complied with, the Picture is</p>

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			<p>produced by Producer and released, then Producer shall accord Director "Directed by" credit on a separate card on-screen in the main titles...subject to any applicable guild or union requirements. Lender shall not be accorded credit. (b) <u>General:</u> Credit will be given only if the Picture as first generally released was produced substantially under the direct supervision of Director as the sole director thereof, and only if this Agreement has not been terminated for Lender's or Director's breach or default. (c) <u>Inadvertent Non-Compliance:</u> No casual or inadvertent failure to comply with provisions of this Paragraph 6 shall be deemed to be a breach of this Agreement by Producer. Lender and Director hereby recognize and confirm that in the event of failure or omission by Producer constituting a breach of Producer's obligations under this Paragraph 6, the damage, if any, caused Lender and/or Director by Producer is not irreparable or sufficient to entitle Lender and/or Director to injunctive or other equitable relief. Consequently, Lender's and/or Director's rights and remedies hereunder shall be limited to the right, if any, to obtain damages at law and Lender and/or Director shall have no right in such event to rescind this Agreement or any of the rights assigned to Producer hereunder or to enjoin or restrain the distribution or exhibition of the Picture.</p>