

“What Doesn’t Kill You”

Paid Ad Credits As of June 12, 2009

GENERAL CONSIDERATIONS: 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.

CREDIT	Size	PAID ADVERTISING LEGAL REQUIREMENT
Yari Film Group Presents	At Distributor (i.e., YFGR)’s discretion.	<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 -</p> <p>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> <p>SP√</p>
A Bob Yari Productions/Battleplan Production	Tied to any other production company. Bug credit tied to Producer, i.e., RMC Productions, LLC. See below.	<p><u>Credit:</u> Production company</p> <p>BOB YARI PRODUCTIONS <u>Authority:</u> Producer’s discretion. Per Bill Immerman’s verbal confirmation, credit should be “A Bob Yari Productions/Battleplan Production”</p> <p>BATTLEPLAN PRODUCTIONS <u>Authority:</u> Per Bill Immerman’s verbal consent, credit in opening as follows: “A Bob Yari Productions/Battleplan Production”</p> <p><u>Additional Authority:</u> Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie, 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:</p> <p>(a) <u>Production Company Credit:</u> (i) An above-the-title production</p>

	<p>company credit for Battleplan Productions, LLC ("<u>Battleplan</u>") in substantially the form "A Bob Yari/<u>Battleplan Production</u>" 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; ... (iii) "a "bug" for Battleplan (in a form subject to Producer's reasonable approval) in the billing block portion of paid advertisements in a size no less than that accorded to any other production company, if Producer's bug appears therein ...</p> <p>(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.</p> <p>(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> <p>SP√</p>
<p>A Film by Brian Goodman</p>	<p><u>Credit</u>: A Film by</p> <p><u>Authority</u>: 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>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 "Directed by" credit on a separate card on-screen in the main titles and in paid advertisements (subject to customary exclusions) in connection with the Picture, and shall accord Director a possessory "Film by" credit on a separate card on-screen in the main titles and in paid advertisements (subject to customary exclusions) in connection with the Picture, subject to any applicable guild or union requirements. Lender shall not be accorded credit.</p> <p>(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.</p>

		<p>(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> <p>Note: DGA 8-203</p> <p>SP√</p>
<p>Mark Ruffalo</p>	<p>Tied to any other principal cast member; See size requirements in red.</p>	<p><u>Credit</u>: Cast</p> <p><u>Paid Ad Credit Requirement Summary</u>:</p> <ul style="list-style-type: none"> • Credit in all billing block, if any, of paid ads and excluded ads, in 1st position, above or before title, size tie with cast. • Artwork title guarantee unless award ad, 1st position, above title, size tie with cast. • Likeness tie with cast, size tie with cast. <p><u>Authority</u>: v6 Acting Services Agreement dated as of October 12, 2007 –</p> <p>Paragraph 9.2 1. <u>CREDIT</u>. Provided that Artist appears recognizably in the Picture as released in the Role, Artist shall be accorded the following credit:</p> <p>...</p> <p>1.2 <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.</p> <p>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</p>

		<p>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.</p> <p>9.4 Artwork Title. 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 Likeness. 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>SP√</p>
Ethan Hawke	Tied to any other principal cast member; See size requirements in red	<p><u>Credit:</u> Cast</p> <p>Paid Ad Credit Requirement Summary:</p> <ul style="list-style-type: none"> • Credit in all billing block, if any, of paid ads and excluded ads, in 2nd position, above or before title, size tie with cast. • Artwork title guarantee unless award ad, 2nd position, above title, size tie with cast. • Likeness tie with cast, size tie with cast. <p><u>Authority:</u> Signed, Acting Services Agreement dated as of October 12, 2007 -</p> <p>Paragraph 9.</p> <p>1.1 In Paid Advertising. 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 second 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</p>

		<p>member in connection with the Picture.</p> <p>9.3 Excluded Ads. 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, 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 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 Artwork Title. 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 appears).</p> <p>9.5 Likeness. 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>SP√</p>
Amanda Peet	Tied to any other principal cast member	<p><u>Credit:</u> Cast</p> <p><u>Paid Ad Credit Requirement Summary:</u></p> <ul style="list-style-type: none"> • Credit in all billing block, if any, of paid ads and excluded ads, in 3rd position, above or before title, size tie with cast. • Artwork title tie with cast, 3rd position, above title, size tie with cast. • Likeness tie with cast (except Mark and Ethan). <p><u>Authority:</u> Signed Acting Services Agreement dated as of October 24, 2007 - 9.</p>

		<p>1.0.2 <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 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>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.</p> <p><u>SP</u>√</p>
<p>"WHAT DOESN'T KILL YOU"</p>		<p><u>REGULAR TITLE</u></p> <p><u>SP</u>√</p>

<p>Casting by Donna DeSeta Angela Peri</p>	<p>Tied to Director of Photography. See size requirements in red.</p>	<p><u>Credit</u>: Casting Director</p> <p>DONNA DESETA <u>Authority</u>: Signed Casting Director Agreement dated as of 11/19/07 (as amended pursuant to the signed Amendment dated as of 12/13/07 and further amended pursuant to the signed Second Amendment dated as of 2/1/08) -</p> <p>Paragraph 5. <u>Credit</u>: ...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 favourable than the size of credit accorded to the Director of Photography on the Picture. In addition, provided that Casting Director is not in breach or default hereunder and subject to Casting Director's full performance of all services and obligations hereunder, and further subject to Producer's standard exclusions, if the Director of Photography is accorded credit in the billing block portion of a paid advertising issued by or under Producer's direct control, then Casting Director shall also receive credit in in the billing block portion of such paid advertising issued by or under Producer's direct control in accordance with the terms hereof. 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...</p> <p>5(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>SP√</p> <p>ANGELA PERI <u>Authority</u>: Bill Immerman approved shared main title credit on 5/12/08. Getting written (email) approval. <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 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</p>
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		<p>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> <p>SP√</p>
<p>Music Supervisor Richard Glasser</p>		<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 constitute a breach hereof.</p> <p>SP√</p>
<p>Music by Alex Wurman</p>	<p>Tied to director of photography, production designer, costume designer and editor.</p>	<p><u>Credit:</u> Composer</p> <p><u>Authority:</u> Draft 4r, Composer Agreement dated as of 4/4/08 -</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</p>

	<p>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> <p style="text-align: center;">...</p> <p>SP√</p>
<p>Costume Designer Roemehl Hawkins</p>	<p><u>Credit:</u> Costume Designer</p> <p><u>Authority:</u> Signed Costume Designer Agreement dated as of November 6, 2007 –</p> <p>Paragraph 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 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</p>

	<p>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>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>SP√</p>
<p>Editor Robert Hoffman</p>	<p><u>Credit:</u> Editor</p> <p><u>Authority:</u> Signed Editor Agreement dated as of December 5, 2007</p> <p>-</p> <p>Paragraph 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 The New York Times, The Los Angeles Times, Daily Variety, and/or The Hollywood Reporter, 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>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> <p>*Editor or Edited by - at producer's discretion</p> <p>SP√</p>

<p>Production Designer Henry Dunn</p>	<p><u>Credit:</u> Production Designer</p> <p><u>Authority:</u> Per Christa Zofcin's verbal approval on 4/4/08 credit in paid ads (subject to customary exclusions).</p> <p><u>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>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 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> <p>SP√</p>
<p>Director of Photography Chris Norr</p>	<p><u>Credit:</u> Director of Photography</p> <p><u>Authority:</u> Signed Director of Photography Agreement dated as of November 14, 2007 -</p> <p>Paragraph 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 The New York Times, The Los Angeles Times, Daily Variety, and/or The Hollywood Reporter, 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</p>

		<p>therein, provided that the credit for the editor, production designer and the costume designer also appears in such billing block...</p> <p>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> <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 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</i></p> <p><u>Additional Authority:</u> Producer's discretion from Chris to Christopher. Christa Zofcin verbally approved.</p> <p>SP√</p>
<p>Executive Producer William J. Immerman Peter McIntosh</p>	<p>Size at Producer's discretion</p>	<p><u>Credit:</u> EP</p> <p>WILLIAM J. IMMERMEN</p> <p><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</p>

		<p>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 <u>SP√</u></p> <p><u>Credit:</u> Line Producer/EP PETER MCINTOSH <u>Authority:</u> Signed Line Producer Agreement dated as of October 1, 2007 -</p> <p>Paragraph 10.A. <u>On screen.</u> 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 shared card...</p> <p>10.B <u>Paid Advertising:</u> Subject to the distributor’s customary exclusions and exceptions, credit in the billing block portion (if any) of any paid advertising for the Picture that is issued or controlled by Producer...</p> <p>10.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. <u>SP√</u></p>
<p>Produced by Bob Yari Marc Frydman & Rod Lurie</p>	<p>Tied to producers</p>	<p><u>Credit:</u> Producer BOB YARI <u>Authority:</u> At producer’s discretion.</p> <p>BATTLEPLAN PRODUCTIONS, LLC f/s/o MARC FRYDMAN & ROD LURIE <u>Authority:</u> Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie -</p> <p>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:</p> <p>(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</p>

		<p>that accorded to any other producer.</p> <p>(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.</p> <p>(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>
<p>Written by Brian Goodman & Donnie Wahlberg & Paul T. Murray</p>	<p>In paid advertising, the following shall apply: any reference to the size of the title shall refer to the regular, as opposed to the artwork, title.</p>	<p><u>Credit</u>: Writers</p> <p><u>Authority</u>: 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> <p>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> <p><u>Additional Authority</u>: Signed Option Purchase Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman, Donnie D. Productions, Inc. f/s/o Donnie Wahlberg, and Paul Murray and Bob Yari Productions, dated as of 12/1/06, Paragraph 5. <u>WRITING CREDIT</u>. 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 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 and in paid advertising in connection with the Picture, substantially in the form: "Written by Brian Goodman,</p>

	<p>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. In paid advertising, the following shall apply: any reference to the size of the title shall refer to the regular, as opposed to the artwork, title; any reference to the "main titles" is to the credits, whether before or after the body of the Picture; the foregoing credit provisions shall apply only to the billing portion (excluding artwork and advertising copy) of advertisements issued by Purchaser or under Purchaser's direct control relating primarily to the theatrical exhibition of the Picture, and which are issued prior to the date five (5) years after the initial release of the Picture, and shall not apply at any time to teasers, trailers, billboards and other outdoor advertising, radio and television advertising, group, list or special advertisements, commercial tie-ins or by-products, any advertisements of eight (8) column inches or less. 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. Purchaser reserves its right to hire additional writers hereunder.</p> <p>SP ✓</p>
<p>Directed by Brian Goodman</p>	<p><u>Authority</u>: Signed Director Agreement between Ten Block Entertainment, Inc. f/s/o Brian Goodman and RMC Productions, LLC, dated as of 12/1/06, Paragraph 6. BILLING:</p> <p>(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 "Directed by" credit on a separate card on-screen in the main titles and in paid advertisements (subject to customary exclusions) in connection with the Picture, and shall accord Director a possessory "Film by" credit on a separate card on-screen in the main titles and in paid advertisements (subject to customary exclusions) in connection with the Picture, subject to any applicable guild or union requirements. Lender shall not be accorded credit.</p> <p>(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.</p>

		<p>(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> <p>Note: DGA 8-203</p> <p>SP√</p>
© 2008 RMC Productions, LLC. All rights reserved.		<p><u>Credit</u>: <u>Copyright notice</u></p> <p><u>Authority</u>: Producer's discretion.</p>
Soundtrack Album Available from Yari Music Group, LLC		<p><u>Credit</u>: <u>Soundtrack Album</u></p> <p><u>Authority</u>: Producer's discretion</p> <p>From: Gerald Gottesman Sent: Wednesday, March 18, 2009 4:10 PM To: Liz Antonelli; Rita Lambert Cc: Bill Immerman; Elizabeth Bell; Legal Mailbox Subject: RE: WDKY and NBTT CREDIT BLOCK</p> <ol style="list-style-type: none"> 1. NBTT's credit block needs '2008' following the copyright symbol 2. For both, please revise the line "Soundtrack Album available on Yari Music Group Records" to read: "Soundtrack Album available from Yari Music Group, LLC"
MPAA rating R and reasoning followed by the standard trademark notice ®: LANGUAGE, DRUG USE, SOME VIOLENCE AND BRIEF SEXUALITY		<p><u>Credit</u>: <u>MPAA Rating & Reason</u></p> <p><u>Authority</u>: MPAA</p>

LOGO CREDITS

Yari Film Group (static logo)		<p><u>Credit</u>: Distributor Static 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 -</p> <p>Paragraph 10(b) Distributor shall have the right to add its logo</p>
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	<p>(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>
<p>Battleplan Productions (static logo/bug)</p>	<p><u>Credit:</u> Production Company logo/bug</p> <p>BATTLEPLAN PRODUCTIONS</p> <p><u>Authority:</u> Signed Theatrical Motion Picture Producer Agreement between RMC Productions, LLC and Battleplan Productions, LLC f/s/o Marc Frydman and Rod Lurie, 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:</p> <p>(a) <u>Production Company Credit:</u> (i) An above-the-title production company credit for Battleplan 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; ... (iii) “a “bug” for Battleplan (in a form subject to Producer’s reasonable approval) in the billing block portion of paid advertisements in a size no less than that accorded to any other production company, if Producer’s bug appears therein ...</p> <p>(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.</p> <p>(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</p>

		discretion.
Yari Music Group, LLC (static logo)		<u>Credit: Logo</u> <u>Authority: Producer's discretion</u>
Dolby Digital (static logo)		<u>Credit: Service LOGO</u> <u>Authority: Signed Worldwide Trademark and Standardization Agreement Motion Picture Soundtracks, dated 3/31/08 -</u> Section C - Trademark usage. Paragraph 2. Paid advertising issued by the Licensee or any group or individual appointed by the Licensee related to Dolby Soundtrack presentations will include a credit as specified in Appendix I.
DTS (static logo)		<u>Credit: Service LOGO</u> <u>Authority: Signed License and Service Agreement, dated 8/26/08 -</u> Paragraph 3.15 Licensee shall ensure that (i) all advertising for the Licensed Production in which a complete billing block containing customary below the line credits appears issued by, sponsored, co-sponsored, paid for or under the control of Licensee include a DTS registered Trademark, of equal or larger size than that accorded to any other technical vendor's sound logo.
Yari Film Group Home Entertainment (logo) (for U.S. home entertainment e.g. DVD packaging)	Size, prominence tie to WSPE's logo	<u>Credit: Home Entertainment LOGO.</u> NOTE: The Picture shall be released under a label "Yari Film Group Home Entertainment released through Sony Pictures Home Entertainment" or such other label as the Parties hereto may mutually approve. Logo to be located on the back bottom right hand corner and on the bottom [or top] of the spine of all packaging of Videograms of the Picture, in equal prominence to WSPE's logo <u>Authority: Signed License (Distribution) Agreement between Yari Film Group Releasing, LLC and Worldwide SPE Acquisitions Inc. for the Video Rights and Pay Television Rights, dated as of, March 25, 2008 -</u> Paragraph 6. Exploitation. ... (b)WSPE and Licensor shall have mutual approval over the advertising and marketing of the Picture hereunder, including without limitation with respect to the selection of the cover art, the advertising and marketing spend, and the creative aspects of the marketing campaign in connection with the exploitation of the Rights in the Picture with the decision of Licensor controlling in the event of any disagreement with respect thereto; provided that if Licensor shall fail to respond to WSPE within ten (10) business days (or such earlier period as WSPE may require due

		<p>to release exigencies), WSPE s decision shall be final and binding. Licensor agrees that, except as otherwise expressly provided herein, any such determination on the part of WSPE and its sublicensees regarding any matter affecting the exploitation of the Rights in the Picture shall be binding and conclusive upon Licensor.</p> <p>(c) WSPE shall include a logo of Licensor on the back and spine of all packaging of Videograms of the Picture, in equal prominence to WSPE s logo. WSPE shall include Licensor s logo on the Picture as well as the logos of co-investors or individual production companies, which shall be provided to WSPE as soon as reasonably possible, but no later than Delivery of the Picture hereunder.</p> <p>(d) WSPE shall include Licensor s copyright and trademark notices on the packaging of Videograms and in advertising in accordance with Licensor s written instruction, which shall be provided to WSPE as soon as reasonably possible, but no later than Delivery of the Picture hereunder.</p> <p>(e) The Picture shall be released under a label Yari Film Group Home Entertainment released through Sony Pictures Home Entertainment or such other label as the Parties hereto may mutually approve.</p> <p>...</p>

Notes

(RED) Denotes SIZE requirements

(BLUE) Denotes POSITION requirements

(highlight) Denotes requirement for approval