

**“DYLAN DOG: DEAD OF NIGHT”**

**PAID AD STATEMENT**

Final as of May 19, 2010

CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
Hyde Park Entertainment	Executed Letter Agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and Platinum Studios., Inc. (Paragraph 8(a))	<p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), two executive producer credits, and two co-producer credits. LDF's designee, Scott Mitchell Rosenberg, will receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF's designated executive producer credits will be in second position behind the executive producer credits to Omnilab's designees, followed by HPE's two designated executive producer credits. Platinum and HPE's designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj's production credit in first position and Platinum's in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE's in first position and Platinum's in second position. HPE and Platinum will also each receive a "bug" or logo credit on all printed material immediately, with Platinum's to appear to the right or left of the HPE "bug" or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) and in paid advertising (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party's), and all credits will be of equal size, prominence, and will be equal in all other respects.</p>
	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (Not Yet Executed)</p> <p>Email dated April 12, 2010 (Ed does not have a copy of this email)</p>	<p>(i) Production Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "An Ashok Amritraj Production," as the first production credit, with the second production credit being to Platinum Studios, Inc, and there will be no other production credits. Such credit will be equal in size and with all other characteristics equal to the largest and most favorable of any other production (to Platinum), or "Film by" credit on screen.*</p> <p>*[HYDE PARK ENTERTAINMENT" as the first production credit, and the removal of "AN ASHOK AMRITRAJ PRODUCTION" from the credits was approved by Ashok Amritraj via email on April 12, 2010]</p> <p>(ii) Producer Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "Produced by Ashok Amritraj," as the first producer card adjacent to the Writer card(s). There will be only one other producer credit, to Scott</p>

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		<p>Rosenberg, unless Lender agrees otherwise. Lender has agreed that Gil Adler may receive producer credit, in third position.</p> <p><u>Paid Advertisements:</u></p> <p>(b) Paid Advertising: The foregoing credits will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets).</p> <p><u>Excluded Ads:</u></p> <p>Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise “excluded ad,” as defined by the distributors of the Picture, so will Producer, and if any other company receives a presentation or production credit in any advertising, including any otherwise excluded ad, so shall Lender or its designee.</p>
<p>Platinum Studios, Inc.</p>	<p>Executed Letter Agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and Platinum Studios, Inc. (Paragraph 8(a))</p> <p>Approved by Platinum Studios via email Gjoy DeMarco April 9, 2010</p>	<p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), two executive producer credits, and two co-producer credits. LDF’s designee, Scott Mitchell Rosenberg, will receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF’s designated executive producer credits will be in second position behind the executive producer credits to Omnilab’s designees, followed by HPE’s two designated executive producer credits. Platinum and HPE’s designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj’s production credit in first position and Platinum’s in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE’s in first position and Platinum’s in second position. HPE and Platinum will also each receive a “bug” or logo credit on all printed material immediately, with Platinum’s to appear to the right or left of the HPE “bug” or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) <u>and in paid advertising</u> (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party’s), and all</p>

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	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (Not Yet Executed)</p> <p>Email dated April 12, 2010 (Ed does not have a copy of this email)</p>	<p>credits will be of equal size, prominence, and will be equal in all other respects.</p> <p>(i) Production Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "An Ashok Amritraj Production," as the first production credit, with the second production credit being to Platinum Studios, Inc, and there will be no other production credits. Such credit will be equal in size and with all other characteristics equal to the largest and most favorable of any other production (to Platinum), or "Film by" credit on screen.</p> <p><b>*[“HYDE PARK ENTERTAINMENT” as the first production credit, and the removal of “AN ASHOK AMRITRAJ PRODUCTION” from the credits was approved by Ashok Amritraj via email on April 12, 2010]</b></p> <p>(ii) Producer Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "Produced by Ashok Amritraj," as the first producer card adjacent to the Writer card(s). There will be only one other producer credit, to Scott Rosenberg, unless Lender agrees otherwise. Lender has agreed that Gil Adler may receive producer credit, in third position.</p> <p><u>Paid Advertisements:</u></p> <p>(b) Paid Advertising: The foregoing credits will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets).</p> <p><u>Excluded Ads:</u></p> <p>Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Producer; and if any other company receives a presentation or production credit in any advertising, including any otherwise excluded ad, so shall Lender or its designee.</p>
<p><b>Omnilab Media present</b></p>	<p>Executed Restated Production and Investment Agreement dated December 14, 2009, between Long Distance Films, Inc. and Omnilab Pty Ltd, and Hyde Park International, LLC</p>	<p>The parties agree that Omnilab shall be entitled to a single card credit in the opening titles, as the last of all presentation credits, in the form:</p> <p><b>*"Omnilab Media Group presents" plus Omnilab's animated logo but only if another entity, other than the relevant distributor of the Picture, is afforded an animated logo.</b></p>

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	<p>Approved by Omnilab via email Matthew Street dated April 11, 2010</p> <p>(Ed does not have a copy of this email)</p>	<p>*[Omnilab Media present” approved by Omnilab via email Matthew Street dated April 11, 2010]</p> <p>In addition to the credit outlined at clause 5.1 the parties agree that Omnilab shall be entitled to the following credit (which may be shared with other executive producers, but such credit to the following Omnilab designees will be in first position of the executive producer credits. Such credits may be shared on a card among all four such credits and with additional executive producer credits. Such credits will be in the main titles of the Picture and <u>in all paid advertising</u>, including one sheet, trailer (if applicable) and buyer sales reel (if other executive producers are included), and internet sites of or under the control of Producer or Sales Agent (including IMDB, with respect to which Producer will notify IMDB within 60 days of this Agreement), in the same size and with all other characteristics as any other producer and executive producer credit and wherever any other producer or executive producer credit is given (except with respect to Academy Award consideration, where only certain producers, and not executive producers, are entitled to be honored):</p> <p>“Executive Producers: Christopher Mapp, Matthew Street, David Whealy” and one other executive producer credit to be nominated by Omnilab.</p> <p>Main titles will be at the front or end of the Picture, at Producer’s discretion, but, in any event, the foregoing executive producer credits will be in the same titles in which the producer credit(s) are given. No casual or inadvertent failure, nor failure of any third party, to provide such credit will be a breach of this Agreement. In the event of a breach of this provision concerning credit, the sole remedy of Omnilab (and such individuals) will be an action at law for damages, and in no event will Omnilab (or such individuals) have the right to seek or obtain injunctive or other equitable relief.</p> <p>Omnilab acknowledges that where this credit is unfeasible the Producer will afford the Omnilab executive producer credits on a favoured nations basis with the size and placement but ahead of any other executive producer, though such credit may be shared with such other executive producer(s).</p> <p>Subject to the above, the parties approve Ashok Amritraj Patrick Aiello, Scott Rosenberg and Randy Greenberg receiving producer credits on a favoured nations basis with each other (provided that Greenberg and/or Aiello may, instead, receive executive producer credit) Manu Gargi may be the line producer of the Picture.</p>

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<p><b>An Ashok Amritraj / Platinum Studios Production</b></p>	<p>Executed Letter Agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and Platinum Studios., Inc. (Paragraph 8(a))</p>	<p>Save as set out in this clause 5, all other credits for the Picture are to be determined by the Producer.</p> <p><u>Excluded Ads</u>: No contractual requirements.</p>
	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (<b>Not Yet Executed</b>)</p>	<p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), <u>two executive producer credits</u>, and two co-producer credits. LDF's designee, Scott Mitchell Rosenberg, will receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF's designated executive producer credits will be in second position behind the executive producer credits to Omnilab's designees, followed by HPE's two designated executive producer credits. Platinum and HPE's designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj's production credit in first position and Platinum's in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE's in first position and Platinum's in second position. HPE and Platinum will also each receive a "bug" or logo credit on all printed material immediately, with Platinum's to appear to the right or left of the HPE "bug" or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) <u>and in paid advertising</u> (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party's), and all credits will be of equal size, prominence, and will be equal in all other respects.</p> <p>(i) Production Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "An Ashok Amritraj Production," as the first production credit, with the second production credit being to Platinum Studios, Inc, and there will be no other production credits. Such credit will be equal in size and with all other characteristics equal to the largest and most favorable of any other production (to Platinum), or "Film by" credit on screen.</p> <p><b>*[ "HYDE PARK ENTERTAINMENT" as the first production credit, and</b></p>

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	<p>Email dated April 12, 2010 (Ed does not have a copy of this email)</p>	<p>the removal of “AN ASHOK AMRITRAJ PRODUCTION” from the credits was approved by Ashok Amritraj via email on April 12, 2010]</p> <p>(ii) <b>Producer Credit:</b> On screen, on a separate card, in the main titles (i.e., wherever the Director’s individual credit is located) credit in the form “Produced by Ashok Amritraj,” as the first producer card adjacent to the Writer card(s). There will be only one other producer credit, to Scott Rosenberg, unless Lender agrees otherwise. Lender has agreed that Gil Adler may receive producer credit, in third position.</p> <p><u>Paid Advertisements:</u></p> <p>(b) <b>Paid Advertising:</b> The foregoing credits will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets).</p> <p><b>Excluded Ads:</b> Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise “excluded ad,” as defined by the distributors of the Picture, so will Producer; and if any other company receives a presentation or production credit in any advertising, including any otherwise excluded ad, so shall Lender or its designee.</p>
<p><b>Brandon Routh</b></p>	<p>Executed agreement dated as of December 15, 2008 between Long Distance Films, Inc. and Center Street Place f/s/o Brandon Routh</p>	<p><u>Paid Advertisements:</u> <u>Screen and Paid Ad Credit.</u> Provided that Artist appears recognizably in the Role in the Picture as released, Artist shall receive credit: (a) on screen, in the main titles (at the beginning or end of the Picture, wherever the principal cast and director credits appear in the main titles appear), in first position of all cast credits, on a separate card, above the title if any other cast member’s credit is above the title, and (b) subject to customary exclusions and exceptions (e.g., trade ads and nomination, award, congratulatory and similar ads naming only the lauded individual) and the customary exclusions and exceptions of the distributor in each territory, credit in first position of all cast in all paid ads issued by or under Producer’s control or the control of the distributor of the Picture (“<b>Paid Ads</b>”), and if any other cast member receives credit above or before the regular and/or artwork title, so shall Artist. Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member receives credit in any excepted or excluded ad, posters/one sheets, billboard, theater stand-ups, and on video or other ancillary item packaging, so shall Artist in first position. Artist’s credit shall always appear in the billing block, whenever the billing block appears, including on posters one-sheets, billboards, theater stand-ups,</p>

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		<p>and on product and home video packaging. The size of type (including height, width, and duration on screen) used to accord Artist's credit shall not be smaller than the larger of (i) the size of the largest type used to accord actor credit to any other person, or (ii) in a size at least equal to fifty percent (50%) of the size of the type of the regular (if any) title of the Picture.</p> <p><u>No Other Credit Obligations.</u> Except as set forth above, the mode, manner, placement, size, and all other aspects of any credit accorded to Artist shall be in Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 nor the failure of any third party to comply with the provisions of this Paragraph 6 shall constitute a breach of Producer's obligations hereunder. In the event Producer fails to accord Artist credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer shall contractually obligate third party licensees with whom Producer is in contractual privity to comply with the credit obligations and the still photograph and non-photographic likeness approval rights contained herein; provided that no casual or inadvertent failure to do so shall be deemed a breach of this agreement, nor will Producer be required to take legal action to correct any such third party failure.</p> <p><u>Excluded Ads:</u> Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member receives credit in any excepted or excluded ad, posters/one sheets, billboard, theater stand-ups, and on video or other ancillary item packaging, so shall Artist in first position.</p> <p><u>Rights to Name and Approved Likeness.</u> Producer shall have the perpetual exclusive right to use and license others to use Artist's name and approved likeness solely in connection with the Picture and the advertising, publicizing and exploitation relating thereto. If Artist's approved likeness is altered by any process, including without limitation "photo shopping," then Producer will resubmit such likeness to Artist for approval in accordance with the provisions hereof, as though such likeness were being submitted for the first time hereunder. Without limiting the foregoing, Artist acknowledges that Producer and its licensees shall have the right, without additional payment, to utilize Artist's name and approved likeness in advertising, publicizing and exploiting the Picture by means of trailers, including generic trailers, as well as trailers designed to promote the Picture itself, including, but not be limited to, "institutional" advertising. The term "name and approved likeness" means</p>

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		<p>name, professional name, approved photograph, approved biography, approved drawn likeness, and actual likeness and voice, or any of them.</p> <p><u>Approval of Still Photos.</u> Artist shall have the right to approve still photos of Artist to be used for the promotion, advertising, merchandising, publicity and any other use permitted hereunder for the Picture, provided that Artist will approve at least 50% of all such stills submitted, in which Artist appears alone or with others not having approval rights, within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period as on notice from Producer that marketing exigencies require such shorter period (but not less than three (3) business days). Artist shall approve (within the above time period) at least 75% of the total number of still photographs submitted in which Artist appears together with any other performer(s) having still approval rights. Artist's failure to respond within the applicable time period, or failure to select at least the applicable percentage of the photographs submitted, shall be deemed approval of all such submitted photographs, except the ones specifically disapproved within the limits described above in this Paragraph 8.3. Although Producer will not be required to resubmit any approved or deemed approved still photo that may be used in key art for the Picture, Producer will consult with Artist concerning the photo(s) which Producer or the domestic distributor intends to use for the key art for the initial release campaign for the Picture; however, the inadvertent failure of Producer or the domestic distributor to so consult will not be a breach of this Agreement.</p> <p><u>Approval of Drawn Likeness.</u> Producer shall submit to Artist or Artist's agent one or more (in Producer's sole discretion) non-photographic likenesses (if any) of Artist. Artist shall approve or disapprove of each non-photographic likeness submitted within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period on notice from Producer that marketing exigencies require such shorter period (but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such submitted non-photographic likenesses. If Artist disapproves of a non-photographic likeness, Artist shall specify in writing and in reasonable detail which elements of Artist's physical appearance (for example, nose, hair or eyes, as opposed to Artist's position or dimensions) Artist disapproves. Producer shall then resubmit to Artist all corrected non-photographic likenesses. Artist shall approve or disapprove of each resubmitted non-photographic likeness within five (5) business days of Artist's or Artist's agent's receipt thereof (or shorter period on notice from Producer that marketing exigencies require such shorter period, but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such resubmitted non-photographic</p>



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		<p>likenesses. If Artist disapproves of a resubmitted non-photographic likeness, Artist shall specify in reasonable detail which elements of Artist's physical appearance Artist disapproves. Producer shall then correct such element(s), and, when corrected, such likeness(es) shall be deemed approved. Artist shall not be entitled to disapprove any elements which were not requested to be corrected in connection with the immediately prior submission, unless the applicable element has changed from one version to the next.</p> <p><u>Merchandising Rights.</u> It is hereby separately and specifically negotiated and agreed that Artist hereby grants to Producer, its successors, assigns and licensees the right to use Artist's name and/or approved in-character likeness (photographic and non-photographic) for merchandising and commercial tie-ins in connection with the Picture. With respect to each merchandising and/or commercial tie-in use by Producer of Artist's name, voice and/or likeness not solely in the billing block and/or a credit list on the packaging and/or hang tags of merchandising items), Lender shall be entitled to receive a royalty (the "Royalty") equal to five percent (5%) of one hundred percent (100%) of the amount equal to the gross sums received by or credited to Producer in respect of any such merchandise or commercial tie-in use less a distribution fee equal fifty percent (50%) of one hundred percent (100%) of such sums (which shall be inclusive of all sub distributor fees, if any), which Royalty shall be reducible on a dollar for dollar basis by the aggregate amount paid as royalties to any other artist(s) for that item (to a floor of 2.5% of 100%). Notwithstanding anything to the contrary herein, Artist shall not be entitled to a Royalty hereunder in connection with the following items only, if such items are not for sale and no other cast member is entitled to a royalty in connection therewith: advertising materials including one-sheets, souvenir programs, press books and other promotional items (including without limitation posters, buttons, mugs, t-shirts, and other similar and customary promotional items not for public sale), co-promotions, novelizations, "making of" books, publications of the screenplay for the Picture and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes, or any other form now known or hereafter devised, including the packaging thereof, sheet music, song books and music folios published in connection with the Picture, and/or Artist's photographs in connection with the Picture in souvenir books (none of which shall be considered merchandising, if not sold), provided that if such items are sold or any other cast member receives a royalty in connection therewith then so shall Lender. Producer further agrees that Artist's likeness may only be merchandized in character (i.e., as Artist appears in Artist's role in the Picture). Artist does not grant Producer any merchandising rights with respect to any alcohol, tobacco, firearms or other weaponry (including toy versions thereof), gambling, pharmaceuticals, intimate apparel, personal</p>

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		<p>hygiene, political, sexual or religious products or services. In no event will Producer depict, or authorize any other party to depict, Artist as implicitly or explicitly endorsing any product or service, other than the Picture. Placement of a product or service in the Picture is not a “commercial tie-in” hereunder. Producer will not authorize or license any merchandise to be produced utilizing a lookalike or soundalike for Artist, without Artist’s prior written permission. Producer is not granted the right to use Artist’s photo or other likeness, nor Artist’s voice, in video games unless Artist and Producer reach written agreement on the compensation payable to Artist for such use.</p> <p><u>Publicity.</u> Artist will not furnish, distribute or authorize any advertising material or publicity (other than non-derogatory publicity which incidentally mentions the Picture) of any form relating to the Picture, Artist’s services in connection therewith, Producer, its operations or personnel, or any exhibitors or broadcasters of the Picture, to any person or entity other than Producer and its respective agents or employees, without the prior written approval of Producer in each case.</p>
<p><b>“DYLAN DOG: DEAD OF NIGHT”</b></p> <p>Sam Huntington</p>	<p>Executed agreement dated as of February 27, 2009 between Ong Distance Films, Inc. and Depot Street Productions, Inc. f/s/o Sam Huntington</p>	<p><u>Paid Advertisements:</u>  <u>Screen and Paid Ad Credit.</u> Provided that Artist appears recognizably in the Role in the Picture as released, Artist shall receive credit: (a) on screen, in the main titles (at the beginning or end of the Picture, wherever the principal cast and director credits appear in the main titles appear), in second position of all cast credits, on a separate card, and (b) subject to customary exclusions and exceptions (e.g., trade ads and nomination, award, congratulatory and similar ads naming only the lauded Artist) and the customary exclusions and exceptions of the distributor in each territory, credit in second position of all cast in all paid ads issued by or under Producer’s control or the control of the distributor of the Picture (“Paid Ads”). Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member except Brandon Routh receives credit in any excepted or excluded ad, audio ad, or on any package for the Picture (such as a DVD package) or ancillary item, so shall Artist in second position. Artist’s credit shall always appear in the billing block, whenever the billing block appears, including on posters one-sheets, billboards, theater stand-ups, and on product and home video packaging. The size of the lettering of Artist’s credit, and all other characteristics thereof, will be equal in all respects to the most favorable credit granted to any cast member, other than Brandon Routh.</p>

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		<p>If any other cast member, except Brandon Routh, receives credit above or before the on screen title or above or before the billing block title or above or before or in connection with the artwork title, then so shall Artist. If the likeness of any other cast member, except Brandon Routh, appears in any artwork for the Picture, so shall Artist's, in at least the same size, approximately, as the likeness of the other cast member(s).</p> <p><u>Excluded Ads:</u> Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member except Brandon Routh receives credit in any accepted or excluded ad, audio ad, or on any package for the Picture (such as a DVD package) or ancillary item, so shall Artist in second position.</p> <p><u>No Other Credit Obligations.</u> Except as set forth above, the mode, manner, placement, size, and all other aspects of any credit accorded to Artist shall be in Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 nor the failure of any third party to comply with the provisions of this Paragraph 6 shall constitute a breach of Producer's obligations hereunder. In the event Producer fails to accord Artist credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer shall contractually obligate third party licensees with whom Producer is in contractual privity to comply with the credit obligations and the still photograph and non-photographic likeness approval rights contained herein; provided that no casual or inadvertent failure to so do shall be deemed a breach of this agreement, nor will Producer be required to take legal action to correct any such third party failure.</p> <p><u>Rights to Name and Approved Likeness.</u> Producer shall have the perpetual exclusive right to use and license others to use Artist's name and approved likeness solely in connection with the Picture and the advertising, publicizing and exploitation relating thereto. Without limiting the foregoing, Artist acknowledges that Producer and its licensees shall have the right, without additional payment, to utilize Artist's name and approved likeness in advertising, publicizing and exploiting the Picture by means of trailers, including generic trailers, as well as trailers designed to promote the Picture itself, including, but not be limited to, "institutional" advertising. The term "name and approved likeness" means name, professional name, approved photograph, approved biography, approved drawn likeness, and actual likeness and voice, or any of them.</p>

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 Final as of May 19, 2010

CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
		<p><u>Approval of Still Photos.</u> Artist shall have the right to approve still photos of Artist to be used for the promotion, advertising, merchandising, publicity and any other use permitted hereunder for the Picture, provided that Artist will approve at least 50% of all such stills submitted, in which Artist appears alone or with others not having approval rights, within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period as on notice from Producer that marketing exigencies require such shorter period (but not less than three (3) business days). Artist shall approve (within the above time period) at least 75% of the total number of still photographs submitted in which Artist appears together with any other performer(s) having still approval rights. Artist's failure to respond within the applicable time period, or failure to select at least the applicable percentage of the photographs submitted, shall be deemed approval of all such submitted photographs, except the ones specifically disapproved within the limits described above in this Paragraph 8.3.</p> <p><u>Approval of Drawn Likeness.</u> Producer shall submit to Artist or Artist's agent one or more (in Producer's sole discretion) non-photographic likenesses (if any) of Artist. Artist shall approve or disapprove of each non-photographic likeness submitted within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period on notice from Producer that marketing exigencies require such shorter period (but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such submitted non-photographic likenesses. If Artist disapproves of a non-photographic likeness, Artist shall specify in writing and in reasonable detail which elements of Artist's physical appearance (for example, nose, hair or eyes, as opposed to Artist's position or dimensions) Artist disapproves. Producer shall then resubmit to Artist all corrected non-photographic likenesses. Artist shall approve or disapprove of each resubmitted non-photographic likeness within five (5) business days of Artist's or Artist's agent's receipt thereof (or shorter period on notice from Producer that marketing exigencies require such shorter period, but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such resubmitted non-photographic likenesses. If Artist disapproves of a resubmitted non-photographic likeness, Artist shall specify in reasonable detail which elements of Artist's physical appearance Artist disapproves. Producer shall then correct such element(s), and, when corrected, such likeness(es) shall be deemed approved. Artist shall not be entitled to disapprove any elements which were not requested to be corrected in connection with the immediately prior submission, unless the applicable element has changed from one version to the next.</p>

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		<p><u>Merchandising Rights.</u> It is hereby separately and specifically negotiated and agreed that Artist hereby grants to Producer, its successors, assigns and licensees the right to use Artist's name and/or approved in-character likeness (photographic and non-photographic) for merchandising and commercial tie-ins in connection with the Picture. With respect to each merchandising and/or commercial tie-in use by Producer of Artist's name, voice and/or likeness not solely in the billing block and/or a credit list on the packaging and/or hang tags of merchandising items), Lender shall be entitled to receive a royalty (the "Royalty") equal to five percent (5%) of one hundred percent (100%) of the amount equal to the gross sums received by or credited to Producer in respect of any such merchandise or commercial tie-in use less a distribution fee equal fifty percent (50%) of one hundred percent (100%) of such sums (which shall be inclusive of all sub distributor fees, if any), which Royalty shall be reducible on a dollar for dollar basis by the aggregate amount paid as royalties to any other artist(s) for that item (to a floor of 2.5% of 100%). Notwithstanding anything to the contrary herein, Artist shall not be entitled to a Royalty hereunder in connection with the following items only, if such items are not for sale and no other cast member is entitled to a royalty in connection therewith: advertising materials including one-sheets, souvenir programs, press books and other promotional items (including without limitation posters, buttons, mugs, t-shirts, and other similar and customary promotional items not for public sale), co-promotions, novelizations, "making of" books, publications of the screenplay for the Picture and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes, or any other form now known or hereafter devised, including the packaging thereof, sheet music, song books and music folios published in connection with the Picture, and/or Artist's photographs in connection with the Picture in souvenir books (none of which shall be considered merchandising, if not sold), provided that if such items are sold or any other cast member receives a royalty in connection therewith then so shall Lender. Producer further agrees that Artist's likeness may only be merchandized in character (i.e., as Artist appears in Artist's role in the Picture). Artist does not grant Producer any merchandising rights with respect to any alcohol, tobacco, firearms or other weaponry (including toy versions thereof), gambling, pharmaceuticals, intimate apparel, personal hygiene, political, sexual or religious products or services. In no event will Producer depict, or authorize any other party to depict, Artist as implicitly or explicitly endorsing any product or service, other than the Picture. Placement of a product or service in the Picture is not a "commercial tie-in" hereunder. Producer will not authorize or license any merchandise to be produced utilizing a lookalike or soundalike for Artist, without Artist's prior written permission.</p>

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		<p><u>Soundtrack Recordings.</u> Producer shall have the right in perpetuity and likeness as it appears in the key art, in connection with commercial records (such as soundtrack recordings), but Producer may use Artist's voice on such commercial record only if Artist agrees in a separate writing, which agreement will be subject to a separate negotiation concerning financial arrangements with Artist. If Artist's voice is not used on such commercial record, but only Artist's name in the billing block and/or key art image is used on the packaging, then no additional agreement will be required of Artist. As used herein, the term "commercial record" means a record intended primarily for sale for home use or for use in jukeboxes, or both, whether in disc, cartridge, cassette, tape, magnetic, electronic or other form; and the term "record" means any sound recording for future reproduction, using any means or devices now or hereafter known or conceived.</p> <p><u>Biography Approval.</u> Artist shall have the right to approve Artist's biography used in connection with the Picture, which approval Artist will not unreasonably withhold or delay.</p> <p><u>Bloopers, Behind-the-Scenes.</u> Artist shall have the right to approve the use of any bloopers and behind-the-scenes footage which Producer wishes to use or license others to use; provided that Artist will approve a reasonable amount of behind-the-scenes footage for promotional, publicity, and advertising purposes concerning the Picture and for use on the additional tracks portion of the DVD, blu-ray, or other video device of the Picture. If Artist does not respond to Producer's submission of any such material within five (5) business days of submission to Artist, in care of Agent, then Artist will be deemed to have approved use of all such submitted material.</p> <p><u>Publicity.</u> Artist will not furnish, distribute or authorize any advertising material or publicity (other than non-derogatory publicity which incidentally mentions the Picture) of any form relating to the Picture, Artist's services in connection therewith, Producer, its operations or personnel, or any exhibitors or broadcasters of the Picture, to any person or entity other than Producer and its respective agents or employees, without the prior written approval of Producer in each case.</p>
<p><b>Anita Briem</b></p>	<p>Executed agreement dated as of March 20, 2009 between Long Distance Films, Inc. and Briem, Inc. f/s/o Anita Briem</p>	<p><u>Paid Advertisements:</u>  <u>Screen and Paid Ad Credit.</u> Provided that Artist appears recognizably in the Role in the Picture as released, Artist shall receive credit: (a) on screen, in the</p>

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		<p>main titles (at the beginning or end of the Picture, wherever the principal cast and director credits appear in the main titles appear), in third position of all cast credits, on a separate card, and (b) subject to customary exclusions and exceptions (e.g., trade ads and nomination, award, congratulatory and similar ads naming only the lauded Artist) and the customary exclusions and exceptions of the distributor in each territory, credit in third position of all cast in all paid ads issued by or under Producer's control or the control of the distributor of the Picture (“Paid Ads”). Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member except Brandon Routh receives credit in any excepted or excluded ad, audio ad, or on any package for the Picture (such as a DVD package) or ancillary item, so shall Artist in third position. Artist's credit shall always appear in the billing block, whenever the billing block appears, including on posters one-sheets, billboards, theater stand-ups, and on product and home video packaging. The size of the lettering of Artist's credit whenever it appears, and all other characteristics thereof, will be equal in all respects to the most favorable credit granted to any cast member, other than Brandon Routh. If any other cast member, except Brandon Routh, receives credit above or before the on screen title or above or before the billing block title in artwork or above or before the artwork title on in connection with it, then so shall Artist. If the likeness of any other cast member, except Brandon Routh, appears in any artwork for the Picture, so shall Artist's, in at least the same size, approximately, as the likeness of the other cast member(s).</p> <p><u>Excluded Ads:</u> Except with respect to a nomination, award or congratulatory ad for another cast member (mentioning only that cast member), if any other cast member except Brandon Routh receives credit in any excepted or excluded ad, audio ad, or on any package for the Picture (such as a DVD package) or ancillary item, so shall Artist in third position.</p> <p><u>No Other Credit Obligations.</u> Except as set forth above, the mode, manner, placement, size, and all other aspects of any credit accorded to Artist shall be in Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 nor the failure of any third party to comply with the provisions of this Paragraph 6 shall constitute a breach of Producer's obligations hereunder. In the event Producer fails to accord Artist credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer</p>

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		<p>shall contractually obligate third party licensees with whom Producer is in contractual privity to comply with the credit obligations and the still photograph and non-photographic likeness approval rights contained herein; provided that no casual or inadvertent failure to do so shall be deemed a breach of this agreement, nor will Producer be required to take legal action to correct any such third party failure.</p> <p><u>Rights to Name and Approved Likeness.</u> Producer shall have the perpetual exclusive right to use and license others to use Artist's name and approved likeness solely in connection with the Picture and the advertising, publicizing and exploitation relating thereto. Without limiting the foregoing, Artist acknowledges that Producer and its licensees shall have the right, without additional payment, to utilize Artist's name and approved likeness in advertising, publicizing and exploiting the Picture by means of trailers, including generic trailers, as well as trailers designed to promote the Picture itself, including, but not be limited to, "institutional" advertising. The term "name and approved likeness" means name, professional name, approved photograph, approved biography, approved drawn likeness, and actual likeness and voice, or any of them.</p> <p><u>Approval of Still Photos.</u> Artist shall have the right to approve still photos of Artist to be used for the promotion, advertising, merchandising, publicity and any other use permitted hereunder for the Picture, provided that Artist will approve at least 50% of all such stills submitted, in which Artist appears alone or with others not having approval rights, within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period as on notice from Producer that marketing exigencies require such shorter period (but not less than three (3) business days). Artist shall approve (within the above time period) at least 75% of the total number of still photographs submitted in which Artist appears together with any other performer(s) having still approval rights. Artist's failure to respond within the applicable time period, or failure to select at least the applicable percentage of the photographs submitted, shall be deemed approval of all such submitted photographs, except the ones specifically disapproved within the limits described above in this Paragraph 8.3. If Producer or the domestic distributor of the Picture alters an approved photo (e.g., photoshops it), then Artist will have the right to approve such altered photo.</p> <p><u>Approval of Drawn Likeness.</u> Producer shall submit to Artist or Artist's agent one or more (in Producer's sole discretion) non-photographic likenesses (if any) of Artist. Artist shall approve or disapprove of each non-photographic likeness submitted within five (5) business days of Artist's or Artist's agent's</p>



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		<p>receipt thereof or shorter period on notice from Producer that marketing exigencies require such shorter period (but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such submitted non-photographic likenesses. If Artist disapproves of a non-photographic likeness, Artist shall specify in writing and in reasonable detail which elements of Artist's physical appearance (for example, nose, hair or eyes, as opposed to Artist's position or dimensions) Artist disapproves. Producer shall then resubmit to Artist all corrected non-photographic likenesses. Artist shall approve or disapprove of each resubmitted non-photographic likeness within five (5) business days of Artist's or Artist's agent's receipt thereof (or shorter period on notice from Producer that marketing exigencies require such shorter period, but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such resubmitted non-photographic likenesses. If Artist disapproves of a resubmitted non-photographic likeness, Artist shall specify in reasonable detail which elements of Artist's physical appearance Artist disapproves. Producer shall then correct such element(s), and, when corrected, such likeness(es) shall be deemed approved. Artist shall not be entitled to disapprove any elements which were not requested to be corrected in connection with the immediately prior submission, unless the applicable element has changed from one version to the next.</p> <p><u>Merchandising Rights.</u> It is hereby separately and specifically negotiated and agreed that Artist hereby grants to Producer, its successors, assigns and licensees the right to use Artist's name and/or approved in-character likeness (photographic and non-photographic) for merchandising and commercial tie-ins in connection with the Picture. With respect to each merchandising and/or commercial tie-in use by Producer of Artist's name, voice and/or likeness not solely in the billing block and/or a credit list on the packaging and/or hang tags of merchandising items), Lender shall be entitled to receive a royalty (the "Royalty") equal to five percent (5%) of one hundred percent (100%) of the amount equal to the gross sums received by or credited to Producer in respect of any such merchandise or commercial tie-in use less a distribution fee equal fifty percent (50%) of one hundred percent (100%) of such sums (which shall be inclusive of all sub distributor fees, if any), which Royalty shall be reducible on a dollar for dollar basis by the aggregate amount paid as royalties to any other artist(s) for that item (to a floor of 2.5% of 100%). Notwithstanding anything to the contrary herein, Artist shall not be entitled to a Royalty hereunder in connection with the following items only, if such items are not for sale and no other cast member is entitled to a royalty in connection therewith: advertising materials including one-sheets, souvenir programs, press books and other promotional items (including without limitation posters, buttons,</p>

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		<p>mugs, t-shirts, and other similar and customary promotional items not for public sale), co-promotions, novelizations, “making of” books, publications of the screenplay for the Picture and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes, or any other form now known or hereafter devised, including the packaging thereof, sheet music, song books and music folios published in connection with the Picture, and/or Artist’s photographs in connection with the Picture in souvenir books (none of which shall be considered merchandising, if not sold), provided that if such items are sold or any other cast member receives a royalty in connection therewith then so shall Lender. Producer further agrees that Artist’s likeness may only be merchandized in character (i.e., as Artist appears in Artist’s role in the Picture). Artist does not grant Producer any merchandising rights with respect to any alcohol, tobacco, firearms or other weaponry (including toy versions thereof), gambling, pharmaceuticals, intimate apparel, personal hygiene, political, sexual or religious products or services. In no event will Producer depict, or authorize any other party to depict, Artist as implicitly or explicitly endorsing any product or service, other than the Picture. Placement of a product or service in the Picture is not a “commercial tie-in” hereunder. Producer will not authorize or license any merchandise to be produced utilizing a lookalike or soundalike for Artist, without Artist’s prior written permission.</p> <p><u>Soundtrack Recordings.</u> Producer shall have the right in perpetuity and throughout the universe to use, license and exploit Artist’s name and approved likeness as it appears in the key art, in connection with commercial records (such as soundtrack recordings), but Producer may use Artist’s voice on such commercial record only if Artist agrees in a separate writing, which agreements will be subject to a separate negotiation concerning financial arrangements with Artist. If Artist’s voice is not used on such commercial record, but only Artist’s name in the billing block and/or key art image is used on the packaging, then no additional agreement will be required of Artist. As used herein, the term “commercial record” means a record intended primarily for sale for home use or for use in jukeboxes, or both, whether in disc, cartridge, cassette, tape, magnetic, electronic or other form; and the term “record” means any sound recording for future reproduction, using any means or devices now or hereafter known or conceived.</p> <p><u>Biography Approval.</u> Artist shall have the right to approve Artist’s biography used in connection with the Picture, which approval Artist will not unreasonably withhold or delay.</p> <p><u>Bloopers, Outtakes, Behind-the-Scenes.</u> Artist shall have the right to approve the use of any bloopers, outtakes, and behind-the-scenes footage which</p>

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<p><b>With Peter Stormare</b></p>	<p>Executed agreement dated as of April 14, 2009 between Long Distance Films, Inc. and StormWorks, Inc. f/s/o Peter Stormare</p>	<p>Producer wishes to use or license others to use; provided that Artist will approve a reasonable amount of behind-the-scenes and outtake footage for promotional, publicity, and advertising purposes concerning the Picture and for use on the additional tracks portion of the DVD, blu-ray, or other video device of the Picture. If Artist does not respond to Producer's submission of any such material within five (5) business days of submission to Artist, in care of Agent, then Artist will be deemed to have approved use of all such submitted material.</p> <p><u>Publicity.</u> Artist will not furnish, distribute or authorize any advertising material or publicity (other than non-derogatory publicity which incidentally mentions the Picture) of any form relating to the Picture, Artist's services in connection therewith, Producer, its operations or personnel, or any exhibitors or broadcasters of the Picture, to any person or entity other than Producer and its respective agents or employees, without the prior written approval of Producer in each case.</p>
		<p><u>Paid Advertisements:</u>  <u>Screen and Paid Ad Credit.</u> Provided that Performer appears recognizably in the Role in the Picture as released, Performer shall receive credit on screen, on a separate card, in the main titles (at the beginning or end of the Picture, wherever the principal cast credits appear), and in the billing block of paid and excluded advertisements issued by Producer or the distributors of the Picture, whenever the billing block appears, in the second to last position of all single card cast credits, with the word "with" appearing before Performer's name on screen and in paid and in excluded ads in which he is entitled to credit hereunder. If Taye Diggs receives credit above or before the regular or artwork title (or his name otherwise appears in conjunction with the artwork title), so shall Performer's name. The size and all other characteristics of Performer's credit will be at least as favorable as that of any other cast member, other than Brandon Routh. If any other cast member other than Brandon Routh, receives credit on the packaging for any DVD/video, soundtrack record, and/or merchandise item, so shall Performer's.</p> <p>Rider: Producer shall have the exclusive right to use and to license the use of Performer's name, approved photograph, approved likeness, voice, and/or approved caricature (collectively, "name and likeness") and shall have the right to simulate Performer's name and likeness by any means in and in connection with the Picture and the advertising, publicizing, exploitation, and exhibition thereof in any manner and by any means.</p>

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		<p><u>Excluded Ads:</u> and in excluded ads in which he is entitled to credit hereunder. (except if and to the extent an excluded ad presents the photo or drawn likeness of a cast member who is being specifically and solely lauded, nominated, or congratulated), than so shall Performer's.</p> <p><u>No Other Credit Obligations.</u> Except as set forth above, the mode, manner, placement, size, and all other aspects of any credit accorded to Performer shall be in Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 20 nor the failure of any third party to comply with the provisions of this Paragraph 20 shall constitute a breach of Producer's obligations hereunder. In the event Producer fails to accord Performer credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer shall contractually obligate third party licensees with whom Producer is in contractual privity to comply with the credit obligations and the still photograph and non-photographic likeness approval rights contained herein; provided that no casual or inadvertent failure to so do shall be deemed a breach of this agreement, nor will Producer be required to take legal action to correct any such third party failure.</p> <p><u>Rider:</u> Performer will not furnish or authorize any advertising matter or publicity of any form relating to the Picture, Performer's services in connection therewith, Producer or its operations or personnel, or any exhibitors of the Picture to any person or entity other than Producer and its respective agents and employees without the prior written approval of Producer in each case.</p> <p><u>Merchandising Rights.</u> It is hereby separately and specifically negotiated and agreed that Performer hereby grants to Producer, its successors, assigns and licensees the right to use Performer's name and/or approved in-character likeness (photographic and non-photographic) for merchandising and commercial tie-ins in connection with the Picture. With respect to each merchandising and/or commercial tie-in use by Producer (its licensee, assignee or designee) of Performer's name, voice and/or likeness not solely in the billing block and/or a credit list on the packaging and/or hang tags of merchandising items), Lender shall be entitled to receive a royalty (the "Royalty") equal to five percent (5%) of one hundred percent (100%) of the amount equal to the gross sums received by or credited to Producer (its parent, affiliate, or other related company) in respect of any such merchandise or commercial tie-in use less a distribution fee equal fifty percent (50%) of one</p>

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		<p>hundred percent (100%) of such sums (which shall be inclusive of all sub distributor fees, if any), which Royalty shall be reducible on a dollar for dollar basis by the aggregate amount paid as royalties to any other Performer (s) for that item (to a floor of 2.5% of 100%). Notwithstanding anything to the contrary herein, Performer shall not be entitled to a Royalty hereunder in connection with the following items only, if such items are not for sale and no other cast member is entitled to a royalty in connection therewith: advertising materials including one-sheets, souvenir programs, press books and other promotional items (including without limitation posters, buttons, mugs,t-shirts, and other similar and customary promotional items not for public sale), co-promotions, novelizations, “making of” books, publications of the screenplay for the Picture and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes, or any other form now known or hereafter devised, including the packaging thereof, sheet music, song books and music folios published in connection with the Picture, and/or Performer’s photographs in connection with the Picture in souvenir books (none of which shall be considered merchandising, if not sold), provided that if such items are sold or any other cast member receives a royalty in connection therewith then so shall Lender. Producer further agrees that Performer’s likeness may only be merchandized in character (i.e., as Performer appears in Performer’s role in the Picture). Performer does not grant Producer any merchandising rights with respect to any alcohol, tobacco, firearms or other weaponry (including toy versions thereof), gambling, pharmaceuticals, intimate apparel, personal hygiene, political, sexual or religious products or services. In no event will Producer depict, or authorize any other party to depict, Performer as implicitly or explicitly endorsing any product or service, other than the Picture. Placement of a product or service in the Picture is not a “commercial tie-in” hereunder. Producer will not authorize or license any merchandise to be produced utilizing a lookalike or soundalike for Performer, without Performer’s prior written permission. If any cast member, other than Brandon Routh, has a merchandising provision that is more favorable to such cast member than this provision is to Performer, then Performer will have the benefit of such more favorable provision.</p> <p>Soundtrack Recordings. Producer shall have the right in perpetuity and throughout the universe to use, license and exploit Performer’s name and approved likeness as it appears in the key art, in connection with commercial records (such as soundtrack recordings), but Producer may use Performer’s voice on such commercial record only if Performer agrees in a separate writing, which agreement will be subject to a separate negotiation concerning financial arrangements with Performer. If Performer’s voice is not used on such commercial record, but only Performer’s name in the billing block and/or</p>

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		<p>key art image is used on the packaging, then no additional agreement will be required of Performer. As used herein, the term "commercial record" means a record intended primarily for sale for home use or for use in jukeboxes, or both, whether in disc, cartridge, cassette, tape, magnetic, electronic or other form; and the term "record" means any sound recording for future reproduction, using any means or devices now or hereafter known or conceived. If any cast member, other than Brandon Routh, has a soundtrack recording provision that is more favorable to such cast member than this provision is to Performer, then Performer will have the benefit of such more favorable provision.</p> <p><u>Biography Approval.</u> Performer shall have the right to approve Performer's biography used in connection with the Picture, which approval Performer will not unreasonably withhold or delay.</p> <p><u>Bloopers.</u> Performer shall have the right to approve the use of any bloopers or other footage which a reasonable person would conclude would portray Performer in a negative light and which Producer wishes to use or license others to use; provided that Performer will approve a reasonable amount of behind-the-scenes footage for promotional, publicity, and advertising purposes concerning the Picture and for use on the additional tracks portion of the DVD, blu-ray, or other video device of the Picture. If Performer does not respond to Producer's submission of any such material within five (5) business days of submission to Performer, in care of Manager, then Performer will be deemed to have approved use of all such submitted material. Producer warrants and represents that this Paragraph is identical to the provisions in the agreement for Tye Diggs' services on the Picture, and if Producer provides more favorable treatment or provisions to Mr. Diggs concerning the matters set forth in this Paragraph, then Performer will get the benefit of such more favorable treatment or provisions.</p> <p><u>Approval of Still Photos.</u> Performer shall have the right to approve still photos of Performer to be used for the promotion, advertising, merchandising, publicity and any other use permitted hereunder for the Picture, provided that Performer will approve at least 50% of all such stills submitted, in which Performer appears alone or with others not having approval rights, within five (5) business days of Performer's or Performer's Manager's receipt thereof or shorter period as on notice from Producer that marketing exigencies require such shorter period (but not less than three (3) business days). Performer shall approve (within the above time period) at least 75% of the total number of still photographs submitted in which Performer appears together with any other performer(s) having still approval rights. Performer's failure to respond within the applicable time period, or failure to select at least the applicable</p>

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		<p>percentage of the photographs submitted, shall be deemed approval of all such submitted photographs, except the ones (a) approved by Performer will be included and apply against the applicable 50% or 75% thresholds, and (b) those timely disapproved by Performer will remain disapproved. Producer warrants and represents that this Paragraph is identical to the provisions in the agreement for Taye Diggs' services on the Picture, and if Producer provides more favorable treatment or provisions to Mr. Diggs concerning the matters set forth in this Paragraph, then Performer will get the benefit of such more favorable treatment or provisions.</p> <p><u>Approval of Drawn Likeness.</u> Producer shall submit to Performer or Performer's Manager one or more (in Producer's sole discretion) non-photographic likenesses (if any) of Performer. Performer shall approve or disapprove of each non-photographic likeness submitted within five (5) business days of Performer's or Performer's Manager's receipt thereof or shorter period on notice from Producer that marketing exigencies require such shorter period (but in no event less than three (3) business days). Performer's failure to respond within such time period shall be deemed approval of all such submitted non-photographic likenesses. If Performer disapproves of a non-photographic likeness, Performer shall specify in writing and in reasonable detail which elements of Performer's physical appearance (for example, nose, hair or eyes, as opposed to Performer's position or dimensions) Performer disapproves. Producer shall then resubmit to Performer all corrected non-photographic likenesses. Performer shall approve or disapprove of each resubmitted non-photographic likeness within five (5) business days of Performer's or Performer's Manager's receipt thereof (or shorter period on notice from Producer that marketing exigencies require such shorter period, but in no event less than three (3) business days). Performer's failure to respond within such time period shall be deemed approval of all such resubmitted non-photographic likenesses. If Performer disapproves of a resubmitted non-photographic likeness, Performer shall specify in reasonable detail which elements of Performer's physical appearance Performer disapproves. Producer shall then correct such element(s), and, when corrected, such likeness(es) shall be deemed approved. Performer shall not be entitled to disapprove any elements which were not requested to be corrected in connection with the immediately prior submission, unless the applicable element has changed from one version to the next. In the event that the photo or drawn likeness of any human cast member other than Brandon Routh, Sam Huntington, Anita Briem, and/or Taye Diggs appears in the key art, poster/one-sheet, or otherwise in paid or excluded ads issued for the Picture by Producer, the international sales agent for the Picture, or the domestic distributor of the Picture (except if and to the extent an excluded ad</p>

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<p><b>And Taye Diggs</b></p>	<p>Executed agreement dated as of March 20, 2009 between Long Distance Films, Inc. and Down Deep Productions, Inc. f/s/o Taye Diggs</p>	<p>presents the photo or drawn likeness of a cast member who is being specifically and solely lauded, nominated, or congratulated), than so shall Performer's.</p>
<p><b>And Taye Diggs</b></p>	<p>Executed agreement dated as of March 20, 2009 between Long Distance Films, Inc. and Down Deep Productions, Inc. f/s/o Taye Diggs</p>	<p><u>Paid Advertisements:</u> Provided that Artist appears recognizably in the Screen and Paid Ad Credit. Artist shall receive credit on screen, in the Role in the Picture as released, Artist shall receive credit on screen, in the main titles (at the beginning or end of the Picture, wherever the principal cast and director credits appear in the main titles appear), in the form "And Taye Diggs," in the last position of all cast credits, on a separate card.</p> <p><u>Excluded Ads:</u> No contractual requirements.</p> <p><u>No Other Credit Obligations.</u> Except as set forth above, the mode, manner, placement, size, and all other aspects of any credit accorded to Artist shall be in Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph 6 nor the failure of any third party to comply with the provisions of this Paragraph 6 shall constitute a breach of Producer's obligations hereunder. In the event Producer fails to accord Artist credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer shall contractually obligate third party licensees with whom Producer is in contractual privity to comply with the credit obligations and the still photograph and non-photographic likeness approval rights contained herein; provided that no casual or inadvertent failure to do so shall be deemed a breach of this agreement, nor will Producer be required to take legal action to correct any such third party failure.</p> <p><u>Rights to Name and Approved Likeness.</u> Producer shall have the perpetual exclusive right to use and license others to use Artist's name and approved likeness solely in connection with the Picture and the advertising, publicizing and exploitation relating thereto. Without limiting the foregoing, Artist acknowledges that Producer and its licensees shall have the right, without additional payment, to utilize Artist's name and approved likeness in advertising, publicizing and exploiting the Picture by means of trailers, including generic trailers, as well as trailers designed to promote the Picture itself, including, but not be limited to, "institutional" advertising. The term "name and approved likeness" means name, professional name, approved photograph, approved biography, approved drawn likeness, and approved actual likeness and voice, or any of them.</p>



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		<p><u>Merchandising Rights.</u> It is hereby separately and specifically negotiated and agreed that Artist hereby grants to Producer, its successors, assigns and licensee the right to use Artist's name and/or approved in-character likeness (photographic and non-photographic) for merchandising and commercial tie-ins in connection with the Picture. With respect to each merchandising and/or commercial tie-in use by Producer of Artist's name, voice and/or likeness not solely in the billing block and/or a credit list on the packaging and/or hang tags of merchandising items), Lender shall be entitled to receive a royalty (the "Royalty") equal to five percent (5%) of one hundred percent (100%) of the amount equal to the gross sums received by or credited to Producer in respect of any such merchandise or commercial tie-in use less a distribution fee equal fifty percent (50%) of one hundred percent (100%) of such sums (which shall be inclusive of all sub distributor fees, if any), which Royalty shall be reducible on a dollar for dollar basis by the aggregate amount paid as royalties to any other artist(s) for that item (to a floor of 2.5% of 100%). Notwithstanding anything to the contrary herein, Artist shall not be entitled to a Royalty hereunder in connection with the following items only, if such items are not for sale and no other cast member is entitled to a royalty in connection therewith: advertising materials including one-sheets, souvenir programs, press books and other promotional items (including without limitation posters, buttons, mugs, t-shirts, and other similar and customary promotional items not for public sale), co-promotions, novelizations, "making of" books, publications of the screenplay for the Picture and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes, or any other form now known or hereafter devised, including the packaging thereof, sheet music, song books and music folios published in connection with the Picture, and/or Artist's photographs in connection with the Picture in souvenir books (none of which shall be considered merchandising, if not sold), provided that if such items are sold or any other cast member receives a royalty in connection therewith then so shall Lender. Producer further agrees that Artist's likeness may only be merchandized in character (i.e., as Artist appears in Artist's role in the Picture). Artist does not grant Producer any merchandising rights with respect to any alcohol, tobacco, firearms or other weaponry (including toy versions thereof), gambling, pharmaceuticals, intimate apparel, personal hygiene, political, sexual or religious products or services. In no event will Producer depict, or authorize any other party to depict, Artist as implicitly or explicitly endorsing any product or service, other than the Picture. Placement of a product or service in the Picture is not a "commercial tie-in" hereunder. Producer will not authorize or license any merchandise to be produced utilizing a lookalike or soundalike for Artist, without Artist's prior written permission.</p>

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		<p><u>Soundtrack Recordings.</u> Producer shall have the right in perpetuity and throughout the universe to use, license and exploit Artist's name and approved likeness as it appears in the key art, in connection with commercial records (such as soundtrack recordings), but Producer may use Artist's voice on such commercial record only if Artist agrees in a separate writing, which agreement will be subject to a separate negotiation concerning financial arrangements with Artist. If Artist's voice is not used on such commercial record, but only Artist's name in the billing block and/or key art image is used on the packaging, then no additional agreement will be required of Artist. As used herein, the term "commercial record" means a record intended primarily for sale for home use or for use in jukeboxes, or both, whether in disc, cartridge, cassette, tape, magnetic, electronic or other form; and the term "record" means any sound recording for future reproduction, using any means or devices now or hereafter known or conceived.</p> <p><u>Biography Approval.</u> Artist shall have the right to approve Artist's biography used in connection with the Picture, which approval Artist will not unreasonably withhold or delay.</p> <p><u>Bloopers.</u> Artist shall have the right to approve the use of any bloopers or other footage which a reasonable person would conclude would portray Artist in a negative light and which Producer wishes to use or license others to use; provided that Artist will approve a reasonable amount of behind-the-scenes footage for promotional, publicity, and advertising purposes concerning the Picture and for use on the additional tracks portion of the DVD, blu-ray, or other video device of the Picture. If Artist does not respond to Producer's submission of any such material within five (5) business days of submission to Artist, in care of Agent, then Artist will be deemed to have approved use of all such submitted material.</p> <p><u>Approval of Still Photos.</u> Artist shall have the right to approve still photos of Artist to be used for the promotion, advertising, merchandising, publicity and any other use permitted hereunder for the Picture, provided that Artist will approve at least 50% of all such stills submitted, in which Artist appears alone or with others not having approval rights, within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period as on notice from Producer that marketing exigencies require such shorter period (but not less than three (3) business days). Artist shall approve (within the above time period) at least 75% of the total number of still photographs submitted in which Artist appears together with any other performer(s) having still approval rights. Artist's failure to respond within the applicable time period, or failure to select at least the applicable percentage of the photographs submitted, shall be</p>

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		<p>deemed approval of all such submitted photographs, except the ones specifically disapproved within the limits described above in this Paragraph 8.7.</p> <p><u>Approval of Drawn Likeness.</u> Producer shall submit to Artist or Artist's agent one or more (in Producer's sole discretion) non-photographic likenesses (if any) of Artist. Artist shall approve or disapprove of each non-photographic likeness submitted within five (5) business days of Artist's or Artist's agent's receipt thereof or shorter period on notice from Producer that marketing exigencies require such shorter period (but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such submitted non-photographic likenesses. If Artist disapproves of a non-photographic likeness, Artist shall specify in writing and in reasonable detail which elements of Artist's physical appearance (for example, nose, hair or eyes, as opposed to Artist's position or dimensions) Artist disapproves. Producer shall then resubmit to Artist all corrected non-photographic likenesses. Artist shall approve or disapprove of each resubmitted non-photographic likeness within five (5) business days of Artist's or Artist's agent's receipt thereof (or shorter period on notice from Producer that marketing exigencies require such shorter period, but in no event less than three (3) business days). Artist's failure to respond within such time period shall be deemed approval of all such resubmitted non-photographic likenesses. If Artist disapproves of a resubmitted non-photographic likeness, Artist shall specify in reasonable detail which elements of Artist's physical appearance Artist disapproves. Producer shall then correct such element(s), and, when corrected, such likeness(es) shall be deemed approved. Artist shall not be entitled to disapprove any elements which were not requested to be corrected in connection with the immediately prior submission, unless the applicable element has changed from one version to the next.</p> <p><u>Publicity.</u> Artist will not furnish, distribute or authorize any advertising material or publicity (other than non-derogatory publicity which incidentally mentions the Picture) of any form relating to the Picture, Artist's services in connection therewith, Producer, its operations or personnel, or any exhibitors or broadcasters of the Picture, to any person or entity other than Producer and its respective agents or employees, without the prior written approval of Producer in each case.</p>
Casting by Elizabeth Coulon, C.S.A.	Executed agreement dated as of February 9, 2009 between DON	Paid Advertising.

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	<p>Production Company, LLC and Coulon Casting, Inc. f/s/o Liz Coulon</p>	<p><u>CREDIT</u>. Provided that Company and Artist fully comply with all of their material obligations, representations and warranties and is not in breach hereunder, Artist shall be accorded screen credit, on a separate card, in the main titles (which will be the front or end credits, wherever the producer, writer and director credits appear) of each Picture, substantially as follows: “Casting by Elizabeth Coulon, C.S.A.” The size, position, placement, and all other matters with respect to any credit to be accorded to Artist shall be at Producer’s sole discretion. No casual or inadvertent failure by Producer, nor any failure by third parties, to comply with these provisions shall constitute a breach of this agreement.</p> <p><u>Excluded Ads</u>: No contractual requirements.</p> <p><u>PUBLICITY</u>. Neither Company nor Artist will furnish or authorize any advertising material or publicity (other than publicity primarily concerning Company or Artist which makes incidental, non-derogatory mention of Company’s or Artist’s services, the Picture and/or Producer) of any form relating to the Picture, Company’s or Artist’s services or Producer (or its operations or personnel) or any distributors or broadcasters of the Picture.</p>
<p><b>Special Make-up Effects by Drac Studios</b></p>	<p>Email dated April 30, 2010 from Harvey Lowry to Ed Labowitz</p> <p>Email dated April 29, 2010 from Ed Labowitz to Harvey Lowry</p> <p>Email dated April 26, 2010 from Todd Tucker of Drac Studios to Ed Labowitz</p> <p>Email dated April 12, 2010 from Ed Labowitz to Harvey Lowry, Todd Tucker, Ron Halvas (Drac Studios)</p>	<p><b>[Credit Per email approval: “Special Effects Make-Up by Drac Studios”</b></p> <p><b>Not in main titles per DGA requirements, but may be in billing block.]</b></p> <p><u>Publicity</u>: Employee will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Employee which makes incidental, non-derogatory mention of Employee’s services, the Picture and/or Company) of any form relating to the Picture, Employee’s services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p>
<p><b>Music by Klaus Badelt</b></p>	<p>Agreement dated as of August 27, 2009 between Long Distance Films, Inc. and Wunderhorn Music, Inc. f/s/o Klaus Badelt</p>	<p><u>Paid Advertisements</u>:</p> <p><u>CREDIT</u>:</p> <p><u>Screen</u>. If the music of no other individual composer comprises more of the</p>

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		<p>underscore than does the Score written by Klaus, then Klaus shall receive credit in the main titles (<u>i.e.</u>, where the credits to the writers, director and producers appear) on a separate card substantially as follows: “MUSIC BY KLAUS BADEL.” If Klaus is not entitled to the credit set forth in the prior sentence, but any of the background music for the Score was written by Klaus, then Klaus shall receive credit in the end titles in the form “ADDITIONAL MUSIC BY KLAUS BADEL.” If Klaus is entitled to the foregoing screen credit, then Klaus will also receive the foregoing credit in the billing block portion of all paid advertisements produced by or under Production Company’s control or produced by or under the control of the domestic distributor of the Picture, subject to such distributor’s customary exclusions set forth in Production Company’s distribution agreements, and on the outside packaging of the videogram, and wherever the billing block containing the name of at least one producer or executive producer appears.</p> <p><u>Cure.</u> All other characteristics of the aforementioned credits will otherwise be at Production Company’s sole discretion and no casual or inadvertent failure to comply with such provisions, nor a failure of any third party to comply with the credit provisions hereof, shall be deemed a breach hereof; provided Production Company shall use reasonable efforts to prospectively cure the same. However, Production Company will not be required to recall prints, ads or other printed materials, Album covers or any other materials which have been produced.</p> <p><u>Excluded Ads:</u> subject to such distributor’s customary exclusions set forth in Production Company’s distribution agreements, and on the outside packaging of the videogram, and wherever the billing block containing the name of at least one producer or executive producer appears.</p> <p>...subject only to the exclusions applicable to the motion picture’s writer, producer, and director.</p> <p><u>PUBLICITY.</u> Neither Wunderhorn nor Klaus will furnish or authorize any advertising material or publicity (other than publicity primarily concerning Klaus which makes incidental, non-derogatory mention of Klaus’s services, the Picture and/or Production Company) of any form relating to the Picture, Klaus’s services or Production Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p> <p><u>NAME AND LIKENESS.</u> Production Company shall have, and may grant to others, the right to use, disseminate, reproduce, print and publish Klaus’s name, approved likeness, voice and approved biographical material</p>

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<p><b>Costume Designer</b>  <b>Caroline Eselin-Schaefer</b></p>	<p>Executed agreement dated as of February 15, 2009 between DON Production Company, LLC and Caroline Eselin-Schaefer</p>	<p>concerning Klaus as news or informative matter and in connection with advertising and for purposes of trade in connection with the music as used in and in connection with the Picture. The rights granted herein shall not include the right to use or to grant to others the right to use Klaus's name, voice, likeness and biographical material in any direct endorsement of any product or service without Klaus's written consent.</p> <p><u>Stills/Photo/Likeness</u>: No contractual requirements.</p> <p><u>Bio Approval</u>: No contractual requirements.</p> <p><u>Footage/Bloopers/Clip</u>: No contractual requirements</p> <p><u>Merchandising</u>: No contractual limitations.</p> <p><u>Paid Advertisements</u>:</p> <p>CREDIT. Provided that Artist fully complies with Artist's obligations, representations and warranties, renders all or substantially all of the costume designer services on the Picture, and is not in material default hereunder, Artist shall be accorded screen credit on the Picture, on a single card in the main titles (i.e., where the director credit appears) immediately adjacent to the editor, production designer/art director, and director of photography grouping, in the form "Costume Designer-Caroline Eselin-Schaefer. Also, Artist will be accorded said credit in the billing block, whenever the billing block appears (subject to the restrictions, exclusions, and policies of the respective distributors of the Picture), including without limitation on theater one-sheets, full and half page ads in The Hollywood Reporter, Daily Variety, New York Times, Los Angeles Times newspapers and all major newspapers in New York City, Los Angeles, San Francisco, Chicago, and London; billboards (if the billing block appears there), video cassette, DVD and laser disc cassette covers; and otherwise whenever credit is provided to the Director of Photography or Production Designer (except for award, nomination, or congratulatory ads naming only such other person. All other aspects of Artist's credit shall be in Company's sole discretion.</p> <p>No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof, provided however that upon receipt of written notice from Artist setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Company to cease using or to replace prints, negatives or other material then in existence. Company shall</p>

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		<p>endeavor to obligate distributors and licensees of the Pictures to comply with the credit obligations contained herein; provided that no casual or failure to so do shall not be deemed a breach hereof</p> <p><u>Excluded Ads:</u> (subject to the restrictions, exclusions, and policies of the respective distributors of the Picture), including without limitation on theater one-sheets, full and half page ads in The Hollywood Reporter, Daily Variety, New York Times, Los Angeles Times newspapers and all major newspapers in New York City, Los Angeles, San Francisco, Chicago, and London; billboards (if the billing block appears there), video cassette, DVD and laser disc cassette covers; and otherwise whenever credit is provided to the Director of Photography or Production Designer (except for award, nomination, or congratulatory ads naming only such other person. All other aspects of Artist's credit shall be in Company's sole discretion.</p> <p><u>Publicity.</u> Artist will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Artist which makes incidental, non-derogatory mention of Artist's services, the Picture and/or Company) of any form relating to the Picture, Artist's services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p>
<p><b>Edited by</b> Paul Hirsch, A.C.E.</p>	<p>Executed agreement dated as of April 6, 2009 between DON Production Company, LLC and Topcut Inc. f/s/o Paul Hirsch</p>	<p><u>Paid Advertisements:</u></p> <p><u>CREDIT.</u> Provided that Artist fully complies with Artist's obligations, representations and warranties, is the person who completes or substantially completes all editing services on the Picture, and is not in material default hereunder, Artist shall be accorded screen credit on the Picture, on a single card in the main titles (i.e., wherever the writer, director and producer credits are) in the form "Edited by Paul Hirsch, A.C.E.," in the same size and adjacent to the grouping of credits accorded the director of photography and production designer. Also, Artist will be accorded said credit in the following paid ads issued by or under the control of Company (and subject to the restrictions, exclusions, and policies of the respective distributors of the Picture):</p> <p>(a) in half-page or larger paid ads for the Picture in the New York Times, Los Angeles Times, Daily Variety and Hollywood Reporter; (b) on one-sheets and posters and, if the full billing block appears, then on outdoor billboards and on the packaging for any (i) video, (ii) DVD or (iii) other consumer devices containing the Picture, (iv) soundtrack record or (v) novelization of the Picture, and (c) in any paid ad (including outdoor advertising or otherwise excluded or excepted as) in which the director of photography or production designer receives credit, other than award,</p>

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<p><b>Production Designer</b> <b>Raymond Pumilia</b></p>	<p>Executed agreement as of February 6, 2009 between DON Production Company, LLC and Raymond Pumilia</p>	<p><u>Paid Advertisements:</u> <u>CREDIT.</u> Provided that Artist fully complies with Artist's obligations, representations and warranties, renders all or substantially all of the production designer services on the Picture, and is not in material default hereunder,</p>



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		<p>Artist shall be accorded screen credit on the Picture, on a single card in the main titles, in the form “Art Director;” provided that Company will request of the Local that it, instead, allow Company to provide Artist with “Production Designer” credit. <b>(Production Designer credit approved by Local)</b> All other aspects of Artist’s credit shall be in Company’s sole discretion. No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof; provided however that upon receipt of written notice from Artist setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Company to cease using or to replace prints, negatives or other material then in existence. Company shall endeavor to obligate distributors and licensees of the Pictures to comply with the credit obligations contained herein; provided that no casual or failure to so do shall not be deemed a breach hereof. If the provisions of the Local Agreement differ from the foregoing concerning credit, then such provisions will control.</p> <p><b>PUBLICITY.</b> Artist will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Artist which makes incidental, non-derogatory mention of Artist’s services, the Picture and/or Company) of any form relating to the Pictures, Artist’s services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p> <p><u>Excluded Ads:</u> No contractual requirements.</p> <p><u>Stills/Photo/Likeness:</u> No contractual requirements.</p> <p><u>Bio Approval:</u> No contractual requirements.</p> <p><u>Footage/Bloopers/Clip:</u> No contractual requirements</p> <p><u>Merchandising:</u> No contractual limitations.</p>
<p><b>Director of Photography</b> Geoffrey Hall, A.C.S.</p>	<p>Executed agreement dated as of February 15, 2009 DON Production Company, LLC and Geoffrey Hall</p>	<p><u>Paid Advertisements:</u> <u>CREDIT.</u> Provided that Artist fully complies with Artist’s obligations, representations and warranties and is not in material default hereunder, and Artist is director of photography for most or all of the principal photography of the Picture, Artist shall be accorded screen credit on the Picture, on a single card in the main titles, in the form “Director of Photography – Geoffrey Hall, A.C.S.,” in the same size as the director credit and adjacent to the credits accorded the executive producer(s), individual producer(s), writer(s) and director. Also, Artist will be accorded said credit in the billing block, whenever the billing block appears (subject to the restrictions, exclusions, and policies of</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
<p><b>Executive Producers</b>  <b>Christopher Mapp</b>  <b>Matthew Street</b>  <b>David Whealy</b>  <b>Peter D. Graves</b></p>	<p>Executed Restated Production and Investment Agreement dated December 14, 2009, between Long Distance Films, Inc. and Ornilab Pty Ltd, and</p>	<p>the respective distributors of the Picture), including without limitation on theater one-sheets, full and half page ads in The Hollywood Reporter, Daily Variety, New York Times, Los Angeles Times newspapers and all major newspapers in New York City, Los Angeles, San Francisco, Chicago, and London; billboards (if the billing block appears there), video cassette, DVD and laser disc cassette covers. All other aspects of Artist's credit shall be in Company 's sole discretion. No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof; provided however that upon receipt of written notice from Artist setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Company to cease using or to replace prints, negatives or other material then in existence. Company shall endeavor to obligate distributors and licensees of the Pictures to comply with the credit obligations contained herein; provided that no casual or failure to so do shall be deemed a breach hereof. Notwithstanding the foregoing, the provisions of Photographers Local 600 of the IATSE, if different from the foregoing, will govern concerning credit.</p> <p><u>PUBLICITY</u>. Artist will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Artist which makes incidental, non-derogatory mention of Artist's services, the Picture and/or Company ) of any form relating to the Pictures, Artist's services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture</p> <p><u>Excluded Ads</u>: Also, Artist will be accorded said credit in the billing block, whenever the billing block appears (subject to the restrictions, exclusions, and policies of the respective distributors of the Picture)</p> <p><u>Stills/Photo/Likeness</u>: No contractual requirements.</p> <p><u>Bio Approval</u>: No contractual requirements.</p> <p><u>Footage/Bloopers/Clip</u>: No contractual requirements</p> <p><u>Merchandising</u>: No contractual limitations.</p>
<p><b>Christopher Mapp</b>  <b>Matthew Street</b>  <b>David Whealy</b>  <b>Peter D. Graves</b></p>		

**“DYLAN DOG: DEAD OF NIGHT”**

**PAID AD STATEMENT**

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<p><b>CREDITS [IN BILLING BLOCK ORDER]</b></p>	<p><b>AGREEMENT</b></p>	<p><b>OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION</b></p>
<p>Patrick Aiello Lars Sylvest Randy Greenberg Kevin Munroe</p>	<p>Hyde Park International, LLC</p> <p>Approved by Omnilab via email Matthew Street dated April 11, 2010</p>	<p>The parties agree that Omnilab shall be entitled to a single card credit in the opening titles, as the last of all presentation credits, in the form:</p> <p><i>“Omnilab Media Group presents”</i> plus Omnilab’s animated logo but only if another entity, other than the relevant distributor of the Picture, is afforded an animated logo.*</p> <p><b>*[Omnilab Media present” approved by Omnilab via email Matthew Street dated April 11, 2010]</b></p> <p>In addition to the credit outlined at clause 5.1 the parties agree that Omnilab shall be entitled to the following credit (which may be shared with other executive producers, but such credit to the following Omnilab designees will be in first position of the executive producer credits. Such credits may be shared on a card among all four such credits and with additional executive producer credits. Such credits will be in the main titles of the Picture and in all paid advertising, including one sheet, trailer (if applicable) and buyer sales reel (if other executive producers are included), and internet sites of or under the control of Producer or Sales Agent (including IMDB, with respect to which Producer will notify IMDB within 60 days of this Agreement), in the same size and with all other characteristics as any other producer and executive producer credit and wherever any other producer or executive producer credit is given (except with respect to Academy Award consideration, where only certain producers, and not executive producers, are entitled to be honored):</p> <p><u>“Executive Producers: Christopher Mapp, Matthew Street, David Whealy”</u> and one other executive producer credit to be nominated by <u>Omnilab.</u></p> <p>Main titles will be at the front or end of the Picture, at Producer’s discretion, but, in any event, the foregoing executive producer credits will be in the same titles in which the producer credit(s) are given. No casual or inadvertent failure, nor failure of any third party, to provide such credit will be a breach of this Agreement. In the event of a breach of this provision concerning credit, the sole remedy of Omnilab (and such individuals) will be an action at law for damages, and in no event will Omnilab (or such individuals) have the right to seek or obtain injunctive or other equitable relief.</p> <p>Omnilab acknowledges that where this credit is unfeasible the Producer will afford the Omnilab executive producer credits on a favoured nations basis with the size and placement but ahead of any other executive producer, though such credit may be shared with such other executive producer(s).</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Executed agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and Platinum Studios., Inc.</p>	<p>Subject to the above, the parties approve Ashok Amritraj Patrick Aiello, Scott Rosenberg and Randy Greenberg receiving producer credits on a favoured nations basis with each other (provided that Greenberg and/or Aiello may, instead, receive executive producer credit) Manu Gargi may be the line producer of the Picture.</p> <p>Save as set out in this clause 5, all other credits for the Picture are to be determined by the Producer.</p> <p><u>Excluded Ads</u>: No contractual requirements.</p> <p><u>Name and Likeness</u>: No contractual requirements.</p> <p><u>Stills/Photo/Likeness</u>: No contractual requirements.</p> <p><u>Bio Approval</u>: No contractual requirements.</p> <p><u>Footage/Bloopers/Clip</u>: No contractual requirements</p> <p><u>Merchandising</u>: No contractual limitations.</p> <p><b>Patrick Aiello</b> <b>Lars Sylvest</b></p> <p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), two executive producer credits, and two co-producer credits. LDF's designee, Scott Mitchell Rosenberg, will receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF's designated executive producer credits will be in second position behind the executive producer credits to Omnilab's designees, followed by HPE's two designated executive producer credits. Platinum and HPE's designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj's production credit in first position and Platinum's in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE's in first position and Platinum's in second position. HPE and Platinum will also each receive a "bug" or logo credit on all printed</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Executive Producer Loanout Agreement dated as of December 15, 2008 between Long Distance Films, Inc. and R.A. Greenberg International dba The Greenberg Group f/s/o Randy Greenberg</p>	<p>material immediately, with Platinum's to appear to the right or left of the HPE "bug" or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) and in paid advertising (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party's), and all credits will be of equal size, prominence, and will be equal in all other respects.</p> <p>(b) Other than for Omnilab pursuant to the PIA, there will be no other production company credits or full Producer credits (other than those accorded to a financier, a lead actor or the director) without the Parties' approval.</p> <p><u>Excluded Ads</u>: No contractual requirements.</p> <p><u>Name and Likeness</u>: No contractual requirements.</p> <p><u>Stills/Photo/Likeness</u>: No contractual requirements.</p> <p><u>Bio Approval</u>: No contractual requirements.</p> <p><u>Footage/Bloopers/Clip</u>: No contractual requirements</p> <p><u>Merchandising</u>: No contractual limitations.</p> <p><b>Randy Greenberg</b></p> <p><u>CREDITS</u>. Executive Producer shall be accorded credit as follows:            (a) <u>Screen Credit</u>:            On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "Executive Producer Randy Greenberg," on a card separate from the Omnilab, Hyde Park and Louisiana Tax Credit groups executive producer credits, but adjacent to such other executive producer cards, on a separate card or card shared with only one additional Platinum Studios executive producer credit and the Director's executive producer credit. The card bearing Executive Producer's credit shall be the next card after the executive producer card(s) for the Omnilab executive producers.</p>

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		<p>(b) <u>Paid Advertising</u>: The foregoing credit will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets). Additionally, if any other Executive Producers or Producers receives credit in any other advertising or otherwise “excluded ad,” as defined by the distributors of the Picture, so will Executive Producer.</p> <p>(c) <u>Size and Other Characteristics Treatment</u>: In no event shall Executive Producer’s Executive Producer credit be in a size of type smaller than the size of type, or contain any other characteristics (such as boldness, width, or typeface) less favorable than those used to accord Executive Producer, Producer, writer or director credit to any other individual Executive Producer in connection with the Picture.</p> <p>(d) <u>Failure to Provide Credit</u>: No casual or inadvertent failure or failure of a third party to comply with the provisions of this Paragraph 7 shall constitute a breach of this Agreement by Company. Nonetheless, Company will contractually require each licensee and distributor of the Picture to agree to provide the Credit herein. In the event that Company learns that such Credit has not been provided, Company will take all commercially reasonable steps to correct such failure, provided that Company will not be required to recall prints or other materials in circulation.</p> <p><u>NAME AND LIKENESS</u>. Lender grants to Company the right to issue and authorize publicity concerning Executive Producer, and to use Executive Producer’s name, voice, approved likeness and approved biographical data (said approvals not to be unreasonably withheld or delayed and to be deemed granted if not denied by Executive Producer within five (5) business days after Company’s request therefor, unless a shorter period of time is reasonably required) in connection with the distribution, exhibition, advertising and other exploitation of the Picture. Without limiting the foregoing, Company may use Executive Producer’s name, voice, likeness and biographical data in connection with publications, merchandise, commercial tie-ins, and goods and services of every kind if reference is made to the Picture or the literary property or screenplay upon which the Picture is based, or any part thereof, or to Executive Producer’s engagement hereunder, and if Executive Producer is not represented as using or endorsing any such item.</p> <p><u>PUBLICITY</u>. Until the initial publicity release for the Picture, neither Lender nor Executive Producer may circulate any news articles, story(ies) or press releases regarding Executive Producer’s engagement hereunder or</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Amendment Letter dated January 23, 2009 between Long Distance Films, Inc. and Siren Entertainment, Inc. f/s/o Kevin Munroe</p>	<p>regarding the Picture without Company's consent. After the initial publicity release for the Picture, Lender and Executive Producer may circulate any such materials.</p> <p><b>Excluded Ads:</b> Additionally, if any other Executive Producers or Producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Executive Producer.</p> <p><u>Stills/Photo/Likeness:</u> No contractual requirements.</p> <p><u>Bio Approval:</u> No contractual requirements.</p> <p><u>Footage/Bloopers/Clip:</u> No contractual requirements</p> <p><u>Merchandising:</u> No contractual limitations.</p> <p><b>Kevin Munroe</b></p> <p>Paragraph 3 (Credit, as opposed to Paragraph 3 Contingent Compensation) is amended by adding the following provision:</p> <p>b. "Executive-Producer" credit:</p> <p>(i) Artist shall be accorded an "Executive Producer" or "Executive-Produced by" credit on screen on the Picture in the main titles (wherever the main titles appear) on a sole card or card shared with one or more other parties who receive the same credit, in a size equal to the size of the largest of any other executive producer credit.</p> <p><u>Stills/Photo/Likeness:</u> No contractual requirements.</p> <p><u>Bio Approval:</u> No contractual requirements.</p> <p><u>Footage/Bloopers/Clip:</u> No contractual requirements</p> <p><u>Merchandising:</u> No contractual limitations.</p>
Co-Produced by	Loanout Agreement dated as of	<b>Manu Gargi</b>

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Manu Gargi Brian Altounian Gioy DeMarco	February 6, 2009 between Long Distance Films, Inc. and Gargi Productions, Inc. f/s/o Manu Gargi (Not Yet Executed)	<p><u>Credit:</u> Provided Employee fully complies with Employee's material obligations, representations and warranties and is not in material default hereunder, and subject to the provisions of any applicable guild and union agreements, Employee shall receive either (the choice of which will be in Company's sole discretion) a (a) "Line Producer" credit on the Picture, on screen, in the main titles (front or end of Picture, depending on where the customary main titles appear), on a single card, in a position and otherwise as Company shall determine in its own discretion; or (b) a "Co-Producer" credit on the Picture, on screen, in the main titles (front or end of Picture, depending on where the customary main titles appear), on a separate or shared card, in Company's discretion, and also a credit in the end titles in the form "Executive in Charge of Production." The foregoing credit will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets). Additionally, if any other Executive Producers or Producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Executive Producer. The size and all other characteristics of the main title credit shall be equal to the size and other characteristics of the credit to any producer of the Picture, other than placement. All other aspects of Employee's credit shall be in Company's sole discretion. No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof, nor shall such inadvertent failure require Company to cease using or to replace prints, negatives or other materials then in existence; provided however that upon receipt of written notice from Employee setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure that is economically practicable to cure, but nothing shall require Company to cease using or to replace prints, negatives, advertising or other material then in existence. Company shall obligate distributors and licensees of the Picture to comply with the credit obligations contained herein; provided that failure to do so shall not be a breach hereof.</p> <p><u>Publicity:</u> Employee will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Employee which makes incidental, non-derogatory mention of Employee's services, the Picture and/or Company) of any form relating to the Picture, Employee's services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p>



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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Executed agreement dated as of February 1, 2009 between Long Distance Films, Inc. and Futura Marketing, LLC f/s/o Brian Altounian</p>	<p><b>Brian Altounian</b></p> <p><u>Paid Advertising:</u></p> <p><u>Credit:</u> Provided Employee fully complies with Employee's material obligations, representations and warranties and is not in material default hereunder, and subject to the provisions of any applicable guild and union agreements, Employee shall receive either (the choice of which will be in Company's sole discretion) a "<b>Co-Producer</b>" credit on the Picture, on screen, in the main titles (front or end of Picture, depending on where the customary main titles appear), on a separate or shared card, in Company's discretion. The size and all other characteristics of the main title credit shall be equal to the size and other characteristics of the credit to any producer of the Picture, other than placement. The foregoing credit will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets). Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Producer. All other aspects of Employee's credit shall be in Company's sole discretion. No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof, nor shall such inadvertent failure require Company to cease using or to replace prints, negatives or other materials then in existence; provided however that upon receipt of written notice from Employee setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure that is economically practicable to cure, but nothing shall require Company to cease using or to replace prints, negatives, advertising or other material then in existence. Company shall obligate distributors and licensees of the Picture to comply with the credit obligations contained herein; provided that failure to do so shall not be a breach hereof.</p> <p><u>Excluded Ads:</u> Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Producer. All other aspects of Employee's credit shall be in Company's sole discretion.</p> <p><u>Publicity:</u> Employee will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Employee which makes incidental, non-derogatory mention of Employee's services, the Picture and/or Company) of any form relating to the Picture, Employee's services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
<p>Produced by Ashok Amritraj Scott Mitchell Rosenberg Gilbert Adler</p>	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (<b>Not Yet Executed</b>)  Email dated April 12, 2010</p>	<p><b>Gioy DeMarco</b>  <b>There is no documentation of this credit.</b>  <b>Ashok Amritraj</b></p> <p>(i) Production Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "An Ashok Amritraj Production," as the first production credit, with the second production credit being to Platinum Studios, Inc, and there will be no other production credits. Such credit will be equal in size and with all other characteristics equal to the largest and most favorable of any other production (to Platinum), or "Film by" credit on screen.*</p> <p>*"HYDE PARK ENTERTAINMENT" as the first production credit, and the removal of "AN ASHOK AMRITRAJ PRODUCTION" from the credits was approved by Ashok Amritraj via email on April 12, 2010</p> <p>(ii) Producer Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "Produced by Ashok Amritraj," as the first producer credit adjacent to the Writer card(s). There will be only one other producer credit, to Scott Rosenberg, unless Lender agrees otherwise. Lender has agreed that Gil Adler may receive producer credit, in third position.</p> <p><u>Paid Advertisements:</u> (b) Paid Advertising: The foregoing credits will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets).</p> <p><u>Excluded Ads:</u> Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise "excluded ad," as defined by the distributors of the Picture, so will Producer; and if any other company receives a presentation or production credit in any advertising, including any otherwise excluded ad, so shall Lender or its designee.</p>
<p>Executed Letter Agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and</p>	<p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), <u>two executive producer credits</u>, and two co-producer credits. LDF's designee, Scott Mitchell Rosenberg, will</p>	<p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), <u>two executive producer credits</u>, and two co-producer credits. LDF's designee, Scott Mitchell Rosenberg, will</p>

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	<p>Platinum Studios., Inc. (Paragraph 8(a))</p> <p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and Scott Mitchell Rosenberg Productions, Inc. f/s/o Scott Mitchell Rosenberg</p>	<p>receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF's designated executive producer credits will be in second position behind the executive producer credits to Omnilab's designees, followed by HPE's two designated executive producer credits. Platinum and HPE's designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj's production credit in first position and Platinum's in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE's in first position and Platinum's in second position. HPE and Platinum will also each receive a "bug" or logo credit on all printed material immediately, with Platinum's to appear to the right or left of the HPE "bug" or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) and in paid advertising (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party's), and all credits will be of equal size, prominence, and will be equal in all other respects.</p> <p>( <b>Scott Mitchell Rosenberg</b></p> <p><u>CREDITS</u>. Producer and Lender shall be accorded credit as follows:</p> <p>(a) <u>Screen Credit</u>:</p> <p>On screen, on a separate card, in the main titles (i.e., wherever the Director's individual credit is located) credit in the form "Produced by Scott Mitchell Rosenberg," as the producer card adjacent to the producer card for Ashok Amritraj; or, at Company's discretion, on a card shared with Amritraj and Gilbert Adler and adjacent on such shared card to Amritraj. There will be no other producer credits, except there may be a producer credit for Gilbert Adler.</p> <p><u>Paid Advertisements</u>:</p> <p>(b) <u>Paid Advertising</u>: The foregoing credit will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets). Additionally, if any other producers or executive producers receives credit in any other advertising or</p>

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CREDITS (IN BILLING BLOCK ORDER)	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (<b>Not Yet Executed</b>)</p> <p>Executed Letter Agreement dated December 10, 2008 between Hyde Park Entertainment, Inc., Long Distance Films, Inc., and Platinum Studios, Inc. (Paragraph 8(a))</p>	<p>otherwise “excluded ad,” as defined by the distributors of the Picture, so will Producer.</p> <p>(c) <b>Size and Other Characteristics Treatment:</b> In no event shall Producer’s producer credit be in a size of type smaller than the size of type, or contain any other characteristics (such as boldness, width, or typeface) less favorable than those used to accord producer, executive producer, writer or director credit to any other individual producer in connection with the Picture.</p> <p>(d) <b>Failure to Provide Credit:</b> No casual or inadvertent failure or failure of a third party to comply with the provisions of this Paragraph 7 shall constitute a breach of this Agreement by Company. Nonetheless, Company will contractually require each licensee and distributor of the Picture to agree to provide the Credit herein. In the event that Company learns that such Credit has not been provided, Company will take all commercially reasonable steps to correct such failure, provided that Company will not be required to recall prints or other materials in circulation.</p> <p>(ii) <b>Producer Credit:</b> On screen, on a separate card, in the main titles (i.e., wherever the Director’s individual credit is located) credit in the form “Produced by Ashok Amritraj,” as the first producer card adjacent to the Writer card(s). There will be only one other producer credit, to <u>Scott Rosenberg</u>, unless Lender agrees otherwise. Lender has agreed that Gil Adler may receive producer credit, in third position.</p> <p>8. (a) If the Picture is not made as a Canadian content picture, then the following shall apply. LDF shall designate one producer credit, two executive producer credits and two co-producer credits. HPE will designate one producer credit (to Ashok Amritraj), two executive producer credits, and two co-producer credits. LDF’s designee, Scott Mitchell Rosenberg, will receive producer credit in second position to the producer credit accorded to Ashok Amritraj (which will be in first position of the producer credits), and LDF’s designated executive producer credits will be in second position behind the executive producer credits to Omnilab’s designees, followed by HPE’s two designated executive producer credits. Platinum and HPE’s designee, Ashok Amritraj, will receive production credits on screen and in paid ads; on screen such two production credits will appear on a shared card, with Amritraj’s production credit in first position and Platinum’s in second position. HPE and Platinum shall each be entitled to an animated logo production credit, with HPE’s in first position and Platinum’s in second position. HPE and Platinum will also each receive a “bug” or logo credit on all printed material immediately,</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
	<p>Producer Loanout Agreement dated as of February 6, 2009, between Long Distance Films, Inc. and Gil Adler Productions, Inc. f/s/o Gilbert Adler (<b>Not Yet Executed</b>)</p>	<p>with Platinum's to appear to the right or left of the HPE "bug" or logo credit. Except as provided, all credits herein mentioned shall be on screen in the main titles (wherever the main titles appear) and in paid advertising (except that the co-producer credits will not appear in paid advertising), subject to the customary exclusions of the distributor (provided that if any producer or executive producer receives credit in an otherwise excluded ad, so shall all of the other producers and executive producers, and if any production credit of one Party appears, so shall the other Party's), and all credits will be of equal size, prominence, and will be equal in all other respects.</p> <p><b>Gilbert Adler</b></p> <p><u>Credit:</u> Provided Employee fully complies with Employee's material obligations, representations and warranties and is not in material uncured default hereunder or Company has not terminated this Agreement due to Employee's (or Lender's) uncured material default, and subject to the provisions of any applicable guild and union agreements, if Employee renders the services contemplated hereunder through or substantially through the end of principal photography of the Picture, Employee shall receive the following:</p> <p>(a) a "Producer" credit on the Picture, on screen, in the main titles (front or end of Picture, depending on where the director's directing credit appears), on a separate card in the third position of producer credits. However, if the domestic distributor with which Company intends to enter into a domestic distribution agreement for the Picture requires that the three (3) producer credits must be on a single card, then Company will so notify Employee in writing. If Employee does not wish for his credit to be so shared, then Employee will so notify Company in writing within three (3) business days of receipt of such notice, whereupon Company will remove Employee's screen credit entirely. If Employee does not so notify Company in response to such Company notice within such three (3) business day period, then Employee's credit will be on a shared card, in third position of the producer credits with the other two producer credits. If the domestic distributor with which Company intends to enter into a domestic distribution agreement requests but does not require such sharing, then Employee will consider, but will not be required to accept, such request in good faith. The size and all other characteristics (other than placement of the card and Employee's third position among producer credits) of such credit shall be equal to the most favorable presentation of any other person receiving "producer" credit.</p> <p><u>Paid Advertisements:</u></p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
		<p>(b) The foregoing credit will be provided as part of the billing block (if any) in paid advertisements, and on the DVD box and all posters (so-called one and three-sheets). Additionally, if any other producers or executive producers receives credit in any other advertising or otherwise “excluded ad,” as defined by the distributors of the Picture, so will Producer.</p> <p>(c) All other aspects of Employee’s credit shall be in Company’s sole discretion. No casual or inadvertent failure by Company, nor any failure by any third party, to comply with the terms of this paragraph shall constitute a breach hereof, nor shall such inadvertent failure require Company to cease using or to replace prints, negatives or other materials then in existence; provided however that upon receipt of written notice from Employee setting forth in detail such failure, Company agrees to use reasonable efforts to prospectively cure such failure that is economically practicable to cure, but nothing shall require Company to cease using or to replace prints, negatives, advertising or other material then in existence. Company shall obligate distributors and licensees of the Picture to comply with the credit obligations contained herein; provided that failure to do so shall not be a breach hereof.</p> <p><u>Publicity</u>: Employee will not furnish or authorize any advertising material or publicity (other than publicity primarily concerning Employee which makes incidental, non-derogatory mention of Employee’s services, the Picture and/or Company) of any form relating to the Picture, Employee’s services or Company (or its operations or personnel) or any distributors or broadcasters of the Picture.</p> <p>(ii) Producer Credit: On screen, on a separate card, in the main titles (i.e., wherever the Director’s individual credit is located) credit in the form “Produced by Ashok Amritraj,” as the first producer card adjacent to the Writer card(s). There will be only one other producer credit, to Scott Rosenberg, unless Lender agrees otherwise. Lender has agreed that <u>Gil Adler</u> may receive producer credit, in third position.</p>
<p>Written by Thomas Dean Donnelly &amp; Joshua Oppenheimer</p> <p>Based on the Comic Book Series Dylan Dog” created by Tiziano Sclavi and published by Sergio Bonelli Editore</p>	<p>Producer Loanout Agreement dated as of December 15, 2008, between Long Distance Films, Inc. and First Star, Inc. f/s/o Ashok Amritraj (<b>Not Yet Executed</b>)</p> <p>Per WGA Notice of Tentative Writing Credits approved by WGA on 9/24/09</p> <p>Writer Standard Terms and Conditions attached to Memorandum of Agreement dated as of February 9, 1998</p>	<p><u>ON SCREEN</u>: <u>WRITTEN BY THOMAS DEAN DONNELLY &amp; JOSHUA OPPENHEIMER</u></p> <p><u>Name and Likeness</u></p> <p>1. Company has the exclusive right to issue publicity about, and photographs of, Artist pertaining to Artist’s employment hereunder and Company may</p>

# "DYLAN DOG: DEAD OF NIGHT"

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	<p>between Hardware Distribution, Inc. and Josh Oppenheimer and Thomas Donnelly</p> <p>Executed letter agreement dated as of July 2, 1997 between SAF B.V. and Platinum Studios, LLC</p>	<p>answer correspondence addressed to Artist and may affix to such publicity, photographs, or answers a representation of Artist's signature.</p> <p>2. Company may use Artist's name, photograph, likeness, biographical data, and recordings of Artist's voice or other sound effects in connection with any of the following: the production, advertisement, distribution, or exploitation of the Picture or any motion picture based on the Work; Company's institutional advertising; publications of or other material based on the Work; and so-called "commercial tie-ins" between the Picture or the work and any products or services, provided that such commercial tie-ins do not constitute an endorsement by Artist of such product or services. Listing Artist's name in credits relating to the Picture or any motion picture based on the Work shall not be deemed an endorsement. Artist shall not directly or indirectly issue or permit the issuance of any publicity or disclose any information concerning this Agreement. Artist's services hereunder, the Picture, the Work, the Property, or Company's business or production methods, without Company's prior written consent; provided however, that Artist shall not be deemed in breach of this subparagraph C.2, if Artist incidentally and nondisparagingly refers to said matters during an interview concerned primarily with Artist rather than any of said matters. Artist shall pose for publicity pictures and appear for such interviews with such persons as Company may designate in connection with publicity and advertising for the Picture without additional compensation, but subject to Artist's other employment if after the completion of artist's writing services for the Picture.</p> <p><b>ON SCREEN SOURCE MATERIAL CREDIT, IF ANY: BASED ON THE COMIC BOOK SERIES "DYLAN DOG" created by Tiziano Sclavi and published by Sergio Bonelli Editore</b></p> <p>9. <u>Credit</u>. Each of the Author and Publisher shall be entitled to on-screen credit (and otherwise to be determined, together with all other matters pertaining to such credit, in the undersigned's sole discretion) substantially as follows: "Based upon the Tiziano Sclavi "Dylan Dog" comic book published by Sergio Bonelli Editore, and developed by Platinum Studios, LLC" (or, at the undersigned's election, "... published by Sergio Bonelli Editore, in association with PLATINUM STUDIOS, LLC" (or a division thereof as designated by the undersigned)). Such credit shall in all events be subject to any applicable guild restrictions, as determined in the undersigned's sole discretion. Except as otherwise expressly provided herein, all matters relating to credit, including but not limited to position and size and style of type, shall be determined by the undersigned in the undersigned's sole discretion. No casual or inadvertent</p>

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CREDITS [IN BILLING BLOCK ORDER]	AGREEMENT	OBLIGATIONS/RESTRICTIONS/APPROVALS/CONSULTATION
<p>Directed by Kevin Munroe</p>	<p>Executed agreement dated December 15, 2008 As of March 19, 2008 between Long Distance Films, Inc. and Siren Entertainment, Inc. f/s/o Kevin Munroe</p>	<p>failure by the undersigned, or any failure by an third party, to comply with the provisions of this paragraph shall constitute a breach of this Agreement.</p>
<p>Directed by Kevin Munroe</p>	<p>Executed agreement dated December 15, 2008 As of March 19, 2008 between Long Distance Films, Inc. and Siren Entertainment, Inc. f/s/o Kevin Munroe</p>	<p><b>Paid Advertising:</b> <b>CREDITS:</b> In accordance with the DGA Agreement, Artist shall be accorded the following:</p> <ul style="list-style-type: none"> <li>a. "Directed by" credit:</li> <li>(i) Artist shall be accorded sole "Directed by" credit on screen on the Picture in the main titles on a separate card, in a size not less than 50% of the title or not less than 100% of the size of the credit accorded to any writer, producer or non-cast member on the Picture, as the final credit before the action of the Picture if the main title credits are in the opening titles, or as the first credit after the action of the Picture, if the main title credits are in the end titles.</li> <li>(ii) Artist shall be accorded sole directed by credit in the billing block portion of paid advertising issued by Producer or under its direct control, or by the domestic theatrical or video distributor, whenever the billing block appears, in the same size and with all other characteristics as the most favorable credit given in the billing block to the writer, producers, or executive producers. The billing block will appear on one-sheets, posters, and on DVD boxes. The credit will appear in all otherwise excluded ads whenever credit is provided to any individual connected with the Picture, other than (a) any cast member or (b) in any award, congratulatory, or nomination ad where the only individual mentioned is the person being lauded.</li> </ul> <p><b>Excluded Ads:</b> The credit will appear in all otherwise excluded ads whenever credit is provided to any individual connected with the Picture, other than (a) any cast member or (b) in any award, congratulatory, or nomination ad where the only individual mentioned is the person being lauded.</p> <p>Producer will not use or license any other party to use the name, likeness, or biography of Artist on or in connection with any merchandising, except as contained in the billing block or list of credits of the Picture, nor will Artist's name, likeness or biography be used in the billing block of list of credits of any merchandise within the categories of alcohol, tobacco, firearms, or hygiene products. Provided Artist promptly furnishes Producer, after request therefor, with an adequate and reasonable selection of those items comprising "name and likeness," Producer shall endeavor to use only such submitted materials; but no casual or inadvertent failure to use only such materials, nor the failure</p>



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		<p>of any third party to use such materials, shall be deemed a breach of this agreement</p> <p>and shall be subject to all customary exceptions and exclusions of the Picture's distributor(s).</p> <p><u>PUBLICITY AND PROMOTION.</u></p> <p>a. <u>Promotional and Publicity Services.</u> Artist shall render all services (“<b>Promotional Services</b>”) reasonably required by Producer, as, where and when reasonably required by Producer (both during production of the Picture and in connection with the initial theatrical and video release of the Picture), in connection with the publicity and promotion of the Picture, including without limitation, making appearances at press conferences or on television, making personal appearances, engaging in interviews, participating in photo sessions, cooperating in the photography of “behind-the-scenes” footage and participating in promotional tours and press junkets. Artist's obligation to render all Promotional Services reasonably required by Producer, as, where and when reasonably required by Producer, shall be subject only to Artist's approval (not to be unreasonably withheld or delayed) Artist's prior professional entertainment industry contractual commitments to third parties of which Artist shall give Producer notice), provided that in any event Artist shall use good faith efforts to be available to render the Promotional Services as required by Producer. No additional compensation or other remuneration shall be payable to Artist with respect to the Promotional Services; however, Artist's Promotional Services are of the essence of this agreement. If Producer requires Artist to render Promotional Services hereunder at a Location (as defined above), Producer shall cause the domestic distributor to provide Artist with or reimburse Artist for, or cause others to do so, first class transportation and hotel accommodations and an appropriate per diem allowance, in accordance with the requesting distributor's travel policies, as negotiated in good faith with Artist at the time; provided, that if the domestic distributor does not provide such travel and accommodations, Artist shall have no obligation to provide such promotional services.</p> <p>b. <u>Publicity Limitations.</u> Artist shall not issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Producer, the Picture or Artist's services hereunder without the prior written consent of Producer, except personal publicity containing only non-derogatory incidental mention of Producer, the Picture, or the services of Artist or others in connection with the Picture. Artist may not disclose any confidential information with respect to Producer or the Picture (including,</p>

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		<p>without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Producer's prior consent.</p> <p><b>SCREEN AND ADVERTISING CREDIT:</b> The obligation to accord Artist credit in advertisements, if any, shall apply only to paid advertisements issued by Producer or under its control relating primarily to the Picture, and shall be subject to all customary exceptions and exclusions of the Picture's distributor(s). In addition, Producer shall use reasonable efforts to contractually obligate all licensees with whom Producer is in contractual privity to abide by the credit provisions contained herein; it being agreed that no casual or inadvertent failure to so endeavor shall be deemed a breach hereof. Except as specified in the principal agreement, all matters relating to Artist's credit, such as size, style of type, placement, color, etc. shall be at Producer's sole discretion. Notwithstanding anything to the contrary in this Agreement, no casual or inadvertent failure to comply with the provisions of this Paragraph 7 and/or this Agreement shall constitute a breach of this agreement, and Producer shall not in any event be responsible for any act of any third party as to the omission of such credit. In the event Producer fails to accord Artist credit pursuant to the terms of this agreement, upon receipt of written notice setting forth in detail such failure, Producer agrees to use reasonable good faith efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence.</p> <p><b>PROMOTIONAL ACTIVITIES:</b> Subject to his professional availability, Artist's right to reasonably approve (which approval will not be unreasonably withheld or delayed), and appropriate cost advance or reimbursement arrangements, Artist will make himself available and furnish his services, as reasonably requested, to promote and market the Picture, including, without limitation, interviews, publicity tours, participation in the electronic press kit and any "making of" films, and other standard activities to promote, publicize and market motion pictures.</p> <p><u>Stills/Photo/Likeness:</u> No contractual requirements.</p> <p><u>Bio Approval:</u> No contractual requirements.</p>