

the Picture. Such credit may be on a shared card with no more than one (1) other cast member name.

- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, directly preceding the credits of Robert Englund and Kane Hodder (i.e.; "... Tony Todd with Robert Englund and Kane Hodder"), wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. If Robert Englund or Kane Hodder's likeness appears in artwork, then Artist's likeness may, at Producer's sole discretion, also appear in such artwork in equal size and prominence (i.e.; Artist's picture may not be used alone on the video or DVD box for the Picture but his picture or likeness may be on such items so long as at least Robert Englund's and/or Kane Hodder's likeness are used on the item).

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder.

- e. **Agency Payment:** All payments to Artist hereunder shall be paid to Artist in care of Innovative Artists, c/o Steve Muller, 1505 10<sup>th</sup> Street, Santa Monica, CA 90401, and Artist hereby authorizes Producer to make all such payments as aforesaid, with copies of all payments, statements and notices to Eric Suddleson, Esq., Nelson Felker, et al., 10880 Wilshire Blvd., Ste. 2070, Los Angeles, CA 90024.
5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. Artist may be required to perform services in New Orleans, Louisiana ("Secondary Location") as well. Such Secondary Location is more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist is required to perform services in the Secondary Location, Producer shall furnish Artist with one (1) round-trip air ticket (class to be on a favored nations basis with Producer and all other principal performers on the Picture) and first-rate ground transportation, as is customary for actors of Artist's stature on pictures of this kind (on a favored nations basis with all other principal cast, director and Producer on the Picture); per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day, on a most favored nations basis with all other principal cast members, payable in cash at the beginning of each week; first-class living accommodations as is customary for actors of Artist's stature on pictures of this kind (which accommodations shall be provided on a favored nations basis with Producer, Director and all other principal actors); and that Producer will provide for this cost. Per diem expenses are non-accountable. If Artist shall render services in Secondary Location for more than fourteen (14) days, then Producer will provide Artist with a total of two (2) round-trip air tickets (class to be on a favored nations basis with Producer and all other principal performers on the Picture). Artist shall be provided private, first-class dressing facilities on a favored nations basis with all other actors on the Picture.
6. Upon condition that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
- a. **On-Screen:** On-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than first position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than first position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. If any other actor's likeness appears in artwork, Artist's likeness shall also appear in such artwork in equal size and prominence; provided that, Artist's likeness may not be used without his prior approval unless at least two (2) other performers' likeness are on the same item (e.g.; Artist's picture may not be used alone on the video or DVD box

for the Picture but his likeness may be on such items so long as at least two (2) other performers' likeness are used on the item). Additionally, Artist shall appear in any excluded ads in which any other actor appears, excluding specialty, award or congratulatory ads in which only the individual who is the subject of the ad receives credit.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including, but not limited to, with respect to placement in relation to the title and an artwork floor (i.e.; artwork tie-in), if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.

accommodations, as is customary for actors of Artist's stature on pictures of this kind (which accommodations shall be provided on a favored nations basis with Producer, Director and all other principal actors); and that Producer will provide for this cost. Per diem expenses are non-accountable. Artist shall be provided private, first-class dressing facilities on a favored nations basis with all other actors on the Picture.

6. Upon condition Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than third position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than third position. The size of type (e.g., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. Additionally, Artist shall appear in any excluded ads in which any other actor appears, excluding specialty, award or congratulatory ads in which only the individual who is the subject of the ad receives credit.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no

event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent. Producer shall not have the right to use Artist's name or likeness in connection with any merchandising or commercial tie-ins on the Picture without Artist's prior written approval, approval of which shall not be unreasonably withheld by Artist. Additionally, any further compensation for such merchandising or commercial tie-ins (if any) shall be negotiated in good faith at such necessary time (if ever) and shall be reasonable and customary for the motion picture industry for pictures of this kind.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to him. Artist shall have five (5) business days within which to approve or disapprove such photos (or two (2) business days should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days within which to approve or disapprove such likeness (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days within which to approve or disapprove such revision (or two (2) business days should Producer require

payments, statements and notices to Brady McKay, c/o Saffron Management, 8899 Beverly Blvd., Los Angeles, CA 90048.

5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist renders services more than fifty (50) miles from Artist's principal residence, Producer shall furnish Artist with per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day, payable in cash at the beginning of each week; per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than seventh position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than seventh position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim

under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist and Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to her. Artist shall have five (5) business days within which to approve or disapprove such photos (or two (2) business days should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days within which to approve or disapprove such likeness (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days within which to approve or disapprove such revision (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days within which to approve or disapprove said likeness (or one (1) business day should Producer require an

5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist renders services more than fifty (50) miles from Artist's principal residence, Producer shall furnish Artist with per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day payable in cash at the beginning of each week; per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On-Screen:** Guaranteed on-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than fifth position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, guaranteed in paid advertising in connection with the Picture, in no less than fifth position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no



event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to him. Artist shall have five (5) business days from receipt of the photos within which to approve or disapprove such photos (or two (2) business days from receipt of the photos should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days from receipt of the likeness within which to approve or disapprove such likeness (or two (2) business days from receipt of the likeness should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days from receipt of the revision within which to approve or disapprove such revision (or two (2) business days from receipt of the revision should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days from receipt of the revision within which to approve or disapprove said likeness (or one (1) business day from receipt of the revision should

- d. **Agency Payment:** All payments to Artist hereunder shall be paid to Artist in care of Holly Shelton, c/o Stone Manners Agency, 6500 Wilshire Blvd., Ste. 550, Los Angeles, CA 90048, and Artist hereby authorizes Producer to make all such payments as aforesaid, with copies of all payments, statements and notices to Chris Wright, c/o Wright Management, 3207 Winnie Dr., Los Angeles, CA 90068.
5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist renders services more than fifty (50) miles from Artist's principal residence, Producer shall furnish Artist with per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day, payable in cash at the beginning of each week; per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
- a. **On-Screen:** Guaranteed on-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than ninth position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, guaranteed in paid advertising in connection with the Picture, in no less than ninth position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other

media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to him. Artist shall have five (5) business days from receipt of the photos within which to approve or disapprove such photos (or two (2) business days from receipt of the photos should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days from receipt of the likeness within which to approve or disapprove such likeness (or two (2) business days from receipt of the likeness should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days from receipt of

Sixty-Five Dollars (\$65.00) per day payable in cash at the beginning of each week; per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.

6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On- Screen:** On-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than seventh position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than seventh position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to

comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to him. Artist shall have five (5) business days within which to approve or disapprove such photos (or two (2) business days should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days within which to approve or disapprove such likeness (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days within which to approve or disapprove such revision (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days within which to approve or disapprove said likeness (or one (1) business day should Producer require an expeditious decision), after which such likeness shall be deemed approved provided that Producer has incorporated Artist's requested changes therein.
10. Artist shall have reasonable approval rights of any changes to the Screenplay that materially change or alter his role. Such approval shall not be unreasonably withheld.

and Artist hereby authorizes Producer to make all such payments as aforesaid, with copies of all payments, statements and notices to Jason Newman, c/o Untitled, 8436 W. 3rd St., Los Angeles, CA 90038.

5. Artist shall render services hereunder in Los Angeles, California ("Location") which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. Artist may be required to perform services in New Orleans, Louisiana ("Secondary Location") as well. Such Secondary Location is more than fifty (50) miles from Artist's principal residence in Los Angeles, California. As such, Producer shall furnish Artist with one (1) business-class air ticket, and first-rate ground transportation as is customary for actors of Artist's stature on pictures of this kind (on a favored nations basis with all other principal cast, director and Producer on the Picture); per diem expenses in an amount equal to \_\_\_\_\_ Dollars (\$\_\_\_\_. 00) per day payable in cash at the beginning of each week; and first-class living accommodations as is customary for actors of Artist's stature on pictures of this kind, which accommodations shall be provided on a favored nations basis with Producer, Director and all other principal actors; and that Producer will provide for this cost. Per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than tenth position, above the title of the Picture if and only if the credits of at least two (2) other performers appear above/before the title. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture. Such credit may be on a shared card with no more than two (2) other cast member names.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than tenth position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by

any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to her. Artist shall have five (5) business days within which to approve or disapprove such

- d. **Agency Payment:** All payments to Artist hereunder shall be paid to Artist in care of Kane Hodder, 3701 Senda Calma, Calabasas, CA 91302, and Artist hereby authorizes Producer to make all such payments as aforesaid.
6. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. Artist may be required to perform services in New Orleans, Louisiana ("Secondary Location") as well. Such Secondary Location is more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist is required to perform services in the Secondary Location, Producer shall furnish Artist with one (1) coach-class air ticket and first-rate ground transportation, as is customary for actors of Artist's stature on pictures of this kind (on a favored nations basis with all other principal cast, director and Producer on the Picture); per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day payable in cash at the beginning of each week; first-class living accommodations as is customary for actors of Artist's stature on pictures of this kind (which accommodations shall be provided on a favored nations basis with Producer, Director and all other principal actors); and that Producer will provide for this cost. Per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
7. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
- a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, substantially as follows: "and Kane Hodder." The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, substantially as follows: "and Kane Hodder", wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. If any other actor's likeness appears in artwork, Artist's likeness shall also appear in such artwork in equal size and prominence; provided that, Artist's likeness may not be used without his prior approval unless at least two (2) other performers' likeness are on the same item (i.e.; Artist's picture may not be used alone on the video or DVD box for the Picture but his likeness may be on such items so long as at least two (2) other performers' likeness are used on the item).



All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

8. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
9. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto,

picture(s), and that Artist shall appear recognizably in the Picture as released in the role for which Artist is engaged hereunder, Artist shall be entitled to receive an amount equal to one-half of one percent (1/2 of 1%) of one hundred percent (100%) of the "adjusted gross receipts" of the Picture actually received by Producer (as "Adjusted Gross Receipts" are hereafter defined in Exhibit "A", which is attached hereto and incorporated herein by this reference). Such Adjusted Gross Receipts definition shall not be subject to over-budget add-back, cross-collateralization or abandonment costs. Producer shall not credit Artist residuals, if any, against contingent compensation, if any, as set forth herein, nor shall Producer credit contingent compensation, if any, against Artist residuals, if any. Artist shall have reasonable and customary accounting and statement privileges in connection with any such Contingent Compensation set forth herein.

- e. **Agency Payment:** All payments to Artist hereunder shall be paid to Artist in care of Ilene Haller, c/o Opus Entertainment, 5225 Wilshire Blvd., Ste. 905, Los Angeles, CA 90036, and Artist hereby authorizes Producer to make all such payments as aforesaid.
5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist renders services more than fifty (50) miles from Artist's principal residence, Producer shall furnish Artist with per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day, payable in cash at the beginning of each week; per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than sixth position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than sixth position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any.

Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.

5. Artist shall render services hereunder in Los Angeles, California ("Location"), which is not more than fifty (50) miles from Artist's principal residence in Los Angeles, California. In the event Artist renders services more than fifty (50) miles from Artist's principal residence, Producer shall furnish Artist with per diem expenses in an amount equal to Sixty-Five Dollars (\$65.00) per day payable in cash at the beginning of each week. Per diem expenses are non-accountable. Artist shall be provided private dressing facilities on a favored nation's basis with all other actors on the Picture.
6. Upon condition that Artist is not in material default, and that Artist shall appear recognizably in the Picture as released, Artist shall receive credit:
  - a. **On Screen:** On screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than ninth position. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  - b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, in no less than ninth position wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor

any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such photos submitted to her. Artist shall have five (5) business days within which to approve or disapprove such photos (or two (2) business days should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days within which to approve or disapprove such likeness (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days within which to approve or disapprove such revision (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days within which to approve or disapprove said likeness (or one (1) business day should Producer require an expeditious decision), after which such likeness shall be deemed approved provided that Producer has incorporated Artist's requested changes therein.
10. Subject to Artist's professional availability and approval, Artist, at Producer's request, shall make personal appearances and render other usual and customary services in connection with the publicity relating to the Picture without the payment of any further

- a. **On-Screen:** On-screen in the main titles (provided the principal credits appear in the main titles, otherwise in end titles) on all positive prints of the Picture on a separate card, in no less than second position, above the title of the Picture if and only if the credits of at least two (2) other performers appear above/below the title. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture.
  
- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, including, but not limited to, radio ads, in no less than second position wherein any of the principal actors of the cast receive credit, above the title of the Picture if and only if the credits of at least two (2) other performers appear above/below the title. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. If any other actor's likeness appears in artwork, Artist's likeness shall also appear in such artwork in equal size and prominence; provided that, Artist's likeness may not be used without her prior approval unless at least two (2) other performers' likeness are on the same item (i.e.; Artist's picture may not be used alone on the video or DVD box for the Picture but her likeness may be on such items so long as at least two (2) other performers' likeness are used on the item).

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or

the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.

7. Subject to the terms hereof, Artist hereby grants to Producer all rights of every kind and nature in, to and with respect to, the results and proceeds of Artist's services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the copyright therein, and of all the results and proceeds of Artist's services hereunder and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer, in its sole and unfettered discretion, shall determine. Any materials written or contributed by Producer or Artist are intended by Artist and Producer to be a "work-made-for-hire" by Artist.
8. Subject to Artist's prior approval in each instance, Artist hereby grants to Producer the right to use Artist's name, approved likeness and/or approved biography (to be either submitted by or approved by Artist's publicist) in connection with the production, exhibition, advertising and other exploitation of the Picture and all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, the videocassette box, DVD box, artwork and packaging with respect thereto, and publications in connection with the Picture; provided, however, that in no event shall Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent.
9. Producer agrees to submit reasonable numbers of still photos of Artist to Artist, and Artist agrees to approve at least fifty percent (50%) of all such individual photos and at least seventy-five percent (75%) of all such group photos submitted to her. Artist shall have five (5) business days within which to approve or disapprove such photos (or two (2) business days should Producer require an expeditious decision). Producer agrees to submit all likeness artwork of Artist to Artist. Artist shall have five (5) business days within which to approve or disapprove such likeness (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove such likeness, Producer shall provide Artist with a revision of such likeness. Artist shall have five (5) business days within which to approve or disapprove such revision (or two (2) business days should Producer require an expeditious decision), silence being deemed approval. Should Artist disapprove said revision, Producer shall provide Artist with one (1) further revision of said likeness for Artist's approval, and Artist shall have three (3) business days within which to approve or disapprove said likeness (or one (1) business day should Producer require an expeditious decision), after which such likeness shall be deemed approved provided that Producer has incorporated Artist's requested changes therein.

card (i.e.; not shared), substantially as follows: "with Robert Englund." The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer on the Picture. Such credit shall be the penultimate main title actor credit and no other actor shall be accorded another "with" or "and" credit, except for the actor accorded the last main title actor credit, who shall be accorded an "and" credit.

- b. **Paid Advertising:** Subject to the customary exclusions and practices of the Producer, and/or any third party distributor(s) of the Picture, in paid advertising in connection with the Picture, substantially as follows: "with Robert Englund", wherein any of the principal actors of the cast receive credit. The size of type (i.e., height, width, boldness, duration) of Artist's credit will not be less prominent, and not smaller than the credit accorded the other principal actors, director or any producer. Such credit shall be the penultimate actor credit in paid ads and no other actor shall be accorded another "with" or "and" credit in paid ads, except for the actor accorded the last position paid ad credit, who shall be accorded an "and" credit. Artist's likeness may not be used in any paid advertising without his prior written approval.

All other matters with respect to Artist's credit hereunder shall be determined in Producer's sole discretion except as follows. Artist's credit shall be on a favored nations basis with the other principal actors in the Picture, including but not limited to with respect to placement in relation to the title and an artwork floor, if any. Producer agrees to contractually bind third parties to these credit obligations; however, no casual or inadvertent failure by Producer to comply with the provisions of this Paragraph shall constitute a breach of this Agreement nor shall any failure by any third party to comply with the provisions of this Paragraph constitute a breach of this Agreement. In the event of a failure or an omission constituting a breach of the provisions of this Paragraph, by Producer or any third parties contractually bound by this Agreement, and Artist gives Producer and/or third parties written notice thereof then Producer will prospectively cure and exercise best efforts to cause any third party to cure any failure to accord credit provided for herein by taking such steps as are reasonably practicable to cure such failure in future prints, ads and forms for other media such as videocassette and DVD. It is further agreed that Artist's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Paragraph shall be limited to Artist's right, if any, to recover damages in an action at law, but in no event shall Artist be entitled to assert any claim under this Paragraph unless the failure or omission which is the subject of such claim is not remedied within a reasonable time after receipt of notice from Artist, and in no event shall Artist be entitled by reason of any breach of this Agreement to terminate this Agreement, or to enjoin or restrain the distribution or exhibition of the Picture or the advertising or publicizing thereof. No casual or inadvertent failure of Producer to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Producer, shall constitute a breach of this Agreement by Producer.